

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

SCHNEIDER ROTHMAN INTELLECTUAL CASE NO.
PROPERTY LAW GROUP PLLC,

Plaintiff,

v.

GETTY IMAGES, INC.,

Defendant,

and

ZEMANTA, INC.,

Defendant.

**COMPLAINT FOR DECLARATORY RELIEF OF NON-INFRINGEMENT OF
COPYRIGHT AND UNFAIR OR DECEPTIVE TRADE PRACTICES
AND FOR INDEMNIFICATION
(INJUNCTIVE RELIEF DEMANDED)**

Plaintiff, SCHNEIDER ROTHMAN INTELLECTUAL PROPERTY LAW GROUP
PLLC (“SRIPLAW”), sues Defendant Getty Images, Inc. (“Getty”) and Zemanta, Inc.
 (“Zemanta”), and states as follows:

I. NATURE OF THE ACTION

1. Like millions of other small businesses across the United States, SRIPLAW maintains an internet website to provide information about SRIPLAW’s services and to educate and attract potential clients. SRIPLAW publishes original content on its website at www.sriplaw.com that describes the legal representation the firm provides in the areas of intellectual property law and also discusses important legal developments involving patents, trademarks, copyrights and trade secrets.

2. In order to present its website content as relevant to search engines while at the same time enhancing the visitor's experience, SRIPLAW uses common and generally accepted internet publishing and search engine optimization (SEO) practices. One of these practices involves automatically displaying thumbnail images with links to related internet content on other websites a visitor to SRIPLAW's site might find interesting and relevant. This practice is called web syndication.¹ In web syndication, "content distributors syndicate a web feed, thereby allowing users to subscribe to it."² Web feeds can and often do include thumbnail sized images. There are dozens of different feed syndication technologies, with the largest being RSS. As of August 18, 2014, over 17 million active websites on the internet were using RSS to publish web feeds.³

3. SRIPLAW is a member of a content syndication network operated by Zemanta. Zemanta analyzes SRIPLAW's website content and then displays thumbnail images with links to related internet content on other websites in the Zemanta network alongside SRIPLAW's content. SRIPLAW does not store the thumbnail images displayed by Zemanta on the www.sriplaw.com web server, and this fact is easily ascertained by anyone who views the publically available website page code at www.sriplaw.com through the "view source" feature available in all internet browsers.

¹ Wikipedia defines web syndication as "making web feeds available from a site in order to provide other people with a summary or update of the website's recently added content . . . The term can also be used to describe other kinds of licensing website content so that other websites can use it." http://en.wikipedia.org/wiki/Web_syndication visited August 17, 2014.

² http://en.wikipedia.org/wiki/Web_feed visited on August 17, 2014. "A typical scenario of web feed use is: a content provider publishes a feed link on their site which end users can register with an aggregator program (also called a feed reader or a news reader) running on their own machines; doing this is usually as simple as dragging the link from the web browser to the aggregator. When instructed, the aggregator asks all the servers in its feed list if they have new content; if so, the aggregator either makes a note of the new content or downloads it. Aggregators can be scheduled to check for new content periodically. Web feeds are an example of pull technology, although they may appear to push content to the user. The kinds of content delivered by a web feed are typically HTML (webpage content) or links to webpages and other kinds of digital media. Often when websites provide web feeds to notify users of content updates, they only include summaries in the web feed rather than the full content itself." *Id.*

³ Source: BuiltWith.com Trends > Syndication Techniques <https://trends.builtwith.com/feeds> visited August 17, 2014.

4. Getty licenses images via the Internet. To combat alleged copyright infringement of its images, Getty utilizes a computerized image matching system that searches out and identifies purported Getty images, including thumbnail sized images, that Getty claims are being used without license on an individual's or business' website, and then automatically sends the individual or business a form letter demanding payment. Getty's demand letters are unsigned and, upon information and belief, are not reviewed before they are sent. Getty's letters threaten immediate legal action unless payment is made, and the payment demanded is typically an amount Getty would receive for the highest resolution commercially licensed version of the image, not the low resolution thumbnail sized image identified by Getty's image matching system.

5. Getty's system is flawed, deceptive and unlawful because it fails to recognize when thumbnail sized images appear on websites as a result of that website's republication of a web feed or its participation in a content syndication network.

6. Recently SRIPLAW received a letter from Getty dated July 1, 2014 (the "Getty letter") accusing SRIPLAW of infringing a thumbnail sized image on SRIPLAW's website entitled "Image Number: 120379626" by photographer David Young-Wolff. The Getty letter in question, a true and correct copy of which is annexed as Exhibit A, demanded immediate payment of \$380, an amount Getty claimed was the average licensing fee for commercial use of Image Number: 120379626. Investigation of the publically available website page code at www.sriplaw.com quickly revealed that SRIPLAW did not place Image Number: 120379626 on its website, and does not store Image Number: 120379626 on its web server. Rather, a thumbnail sized image resembling a cropped version of Image Number: 120379626 is displayed on SRIPLAW's website by its content syndication partner Zemanta and linked to a third-party

website that displays what appears to be a validly licensed larger sized and differently cropped version of Image Number: 120379626 attributed to Getty.

7. Millions of websites belonging to individuals and businesses display thumbnail sized images as a result of their participation in content syndication networks just like SRIPLAW. Under accepted statutory and decisional law, the mere display of a thumbnail sized image on a website with a link back to the site with the full sized image does not violate any of Getty's purported rights under the Copyright Act. *See, e.g., Perfect 10, Inc. v. Amazon.com, Inc.*, 508 F.3d 1146 (9th Cir. 2007). Furthermore, the copying and storage of thumbnail sized images for display on a website with a link back to the site with the full sized image is a fair use pursuant to 17 U.S.C. § 107, and may entitle the site that displays the thumbnail sized image to a DMCA safe harbor defense pursuant to 17 U.S.C. § 512. *Id.*

8. Getty has falsely accused SRIPLAW of infringing Getty's copyrights. SRIPLAW's attorneys have knowledge of two individuals who received similar letters from Getty where the images displayed on their websites were placed there by third parties as a result of the website's use of a syndicated feed that included images. The individuals accused of infringement by Getty are laypersons and unsophisticated in matters of copyright law. Getty's practice is unfair and deceptive to the average website owner or operator who lacks the technical and legal knowledge and/or financial ability to challenge Getty's false allegations. As a result, upon information and belief, many website owners or operators who have received letters from Getty falsely accusing them of infringement have simply paid Getty the extortion Getty demanded which Getty was not entitled to receive because no infringement occurred.

9. Based upon these facts, SRIPLAW brings this action requesting this Court (a) enter a Declaratory Judgment that SRIPLAW is not liable to Getty for infringement of copyright

in violation of 17 U.S.C. § 106; and (b) enter a preliminary and permanent injunction enjoining Getty from engaging in the unfair or deceptive trade practice of sending computer generated form letters threatening lawsuits and demanding compensation from individuals and companies such as SRIPLAW that operate websites that merely display thumbnail images under circumstances where SRIPLAW and similarly situated individuals and companies (i) are not violating any of Getty's exclusive rights under 17 U.S.C. § 106; (ii) are entitled to the statutory defense of fair use pursuant to 17 U.S.C. § 107; and/or (ii) are entitled to DMCA safe harbor pursuant to 17 U.S.C. § 512.

10. SRIPLAW also sues Zemanta for indemnification of SRIPLAW from any and all copyright infringement claims asserted by Getty for SRIPLAW's display of Getty thumbnail images on www.sriplaw.com by Zemanta.

II. JURISDICTION AND VENUE

11. This action is brought pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, the Copyright Act, 17 U.S.C. § 101, et seq. and the Florida Statutes.

12. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as this action arises under the laws of the United States, the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2201.

13. This Court also has exclusive federal question subject matter jurisdiction in this matter in that Plaintiff seeks relief under the Copyright Act of 1976 (as amended).

14. This Court has supplemental jurisdiction of the counts based on Florida law pursuant to 28 U.S.C. § 1367(a).

15. This Court has personal jurisdiction over Getty and Zemanta since they conduct ongoing and continuous business in the State of Florida.

16. Venue is proper under 28 U.S.C. § 1391(b) in that a substantial part of the events giving rise to the claims asserted herein occurred in this Judicial District.

III. PARTIES

17. SRIPLAW is a Florida professional limited liability company with its principal office at 4651 N. Federal Hwy, Boca Raton, FL 33431.

18. Getty is a New York corporation with its principal office at 601 North 34th Street, Seattle, Washington 98103.

19. Zemanta is a Delaware corporation with its principal office at 33 West 17th Street, Ste 903, New York, NY 10011.

IV. FACTS

A. Background on SRIPLAW

20. SRIPLAW was founded on January 1, 2013 by partners Jerold I. Schneider and Joel B. Rothman through their Professional Associations Jerold I. Schneider P.A. and Joel Benjamin Rothman, P.A., respectively. Schneider and Rothman are both Board Certified in Intellectual Property law by the Florida Bar Board of Legal Specialization & Education. Schneider serves on the Florida Bar Board Certification Committee for Intellectual Property Law. From 2009 to 2011, Rothman was Chair of the Intellectual Property Committee of the Business Law Section of the Florida Bar which helped create Florida's Intellectual Property certification.

21. Schneider has been practicing intellectual property law for over forty years. Schneider has been actively involved in over 200 intellectual property lawsuits and has obtained over 1000 patents and trademarks for his clients. Schneider is "AV" rated by Martindale-Hubbel. He received his J.D. *cum laude* from The George Washington University Law School, and his B.S.E.E. from New Jersey Institute of Technology. Schneider is admitted in Florida, Virginia,

D.C., and Michigan, as well as in numerous federal courts around the country. More information on Schneider is available at <http://www.sriplaw.com/about-us/jerold-i-schneider/>.

22. Rothman has been practicing intellectual property law for over fifteen years. Before that, Rothman was an Assistant District Attorney in the Rackets Bureau, Investigations Division, of the Bronx District Attorney's Office. Rothman is "AV" rated by Martindale-Hubble, and rated 10.0 (superb) by Avvo.com. He received his J.D. with honors from the Benjamin N. Cardozo School of Law, Yeshiva University, and his B.A. *magna cum laude* from the State University of New York at Albany. Rothman is admitted in Florida and New York, as well as numerous federal courts around the country. More information on Rothman is available at <http://www.sriplaw.com/about-us/joel-b-rothman/>.

B. SRIPLAW's website at www.sriplaw.com

23. Rothman maintains SRIPLAW's website at www.sriplaw.com. Rothman has populated the site with original writings by Rothman and Schneider, including articles on a wide range of intellectual property issues. The SRIPLAW website runs WordPress, a popular open source content management system (CMS). The WordPress CMS accepts a wide range of "plug-ins" that provide additional features permitting someone with little or no internet development experience to easily enhance their website visitor's experience with just a few clicks.

24. One plug-in available for WordPress that SRIPLAW uses is Zemanta. According to Wikipedia, "Zemanta is a content and links suggestion plugin for publishers, bloggers and other content creators. It suggests links to context-relevant articles. It also suggests images found on internet that are context relevant, as well as keywords, and tags." See <http://en.wikipedia.org/wiki/Zemanta> visited August 16, 2014. Zemanta says it "promotes your content to the right publishers at the right time. With a simple click these publishers share your content with their readers ensuring your Content Marketing campaign has maximum reach and

impact.” See <http://www.zemanta.com/editorial-network/> visited August 16, 2014. How Zemanta does this is by placing thumbnail images and links in articles and posts on websites and blogs that contain content Zemanta has determined is related to other articles and posts on other websites and blogs within the Zemanta network.⁴

C. Getty’s allegations of infringement.

25. On April 10, 2013, intellectual property attorney Steve Schlackman, Esq., who sometimes serves as Of Counsel to SRIPLAW, posted an article on SRIPLAW’s website entitled “In California, Using Smartphone Map Applications While Driving is Illegal.” See <http://www.sriplaw.com/in-california-using-smartphone-map-applications-while-driving-is-illegal/>. Below the article under the heading “Related articles” appears five small thumbnail images with links as shown in Figure 1:



Figure 1-Related articles thumbnails and links

⁴ Zemanta is not the only WordPress plug-in that places thumbnail images on WordPress blogs and websites. Others include YARPP <https://wordpress.org/plugins/yes-another-related-posts-plugin/>, Related Post Plugin <https://wordpress.org/plugins/wordpress-23-related-posts-plugin/>, N Related <http://wordpress.org/plugins/nrelated-related-content/>, Contextual Related Posts <http://wordpress.org/plugins/contextual-related-posts/>, and Shareaholic <https://wordpress.org/plugins/shareaholic/>, to name just a few.

Each image and title of a “related article” in Figure 1 is hyperlinked to another website on the internet. Review of the publically available HTML code of the sriplaw.com page where these thumbnails are displayed reveals HTML code that Zemanta placed on SRIPLAW’s website as shown in Figure 2:



Figure 2-Code inserted by Zemanta at www.sriplaw.com

26. The HTML code shown in Figure 2 refers to the fourth thumbnail image from the left in Figure 1 and indicates that this thumbnail image is stored on Zemanta’s server, not SRIPLAW’s web server. The HTML code shown in Figure 2 indicates that when a user clicks the fourth thumbnail image from the left showing a driver holding a smart phone, the user’s browser is directed to a website publisher’s computer that stores a larger photographic image similar to the fourth thumbnail image and an article with the title referenced below the fourth thumbnail, “Calif. court upholds ticket for phone GPS use while driving,” at

<http://www.whas11.com/news/technology/Calif-court--202033951.html> as shown in Figure 3:



Figure 3-Web page at <http://www.whas11.com/news/technology/Calif-court--202033951.html>

27. Figure 4 shows the image at the website of WHAS-TV shown at

<http://www.whas11.com/news/technology/Calif-court--202033951.html> enlarged and clearly providing photo credit to Getty.

Calif. court upholds ticket for phone GPS use while driving



Credit: Getty Images

Figure 4-Enlarged image displayed in thumbnail at www.sriplaw.com

28. Upon information and belief, WHAS-TV has a license from Getty for Image Number: 120379626.

29. Image Number: 120379626 is advertised for license by Getty as “Japanese woman texting on phone while driving” at <http://www.gettyimages.com/detail/photo/japanese-woman-texting-on-phone-while-high-res-stock-photography/120379626> where the image can be seen as shown in Figure 5:

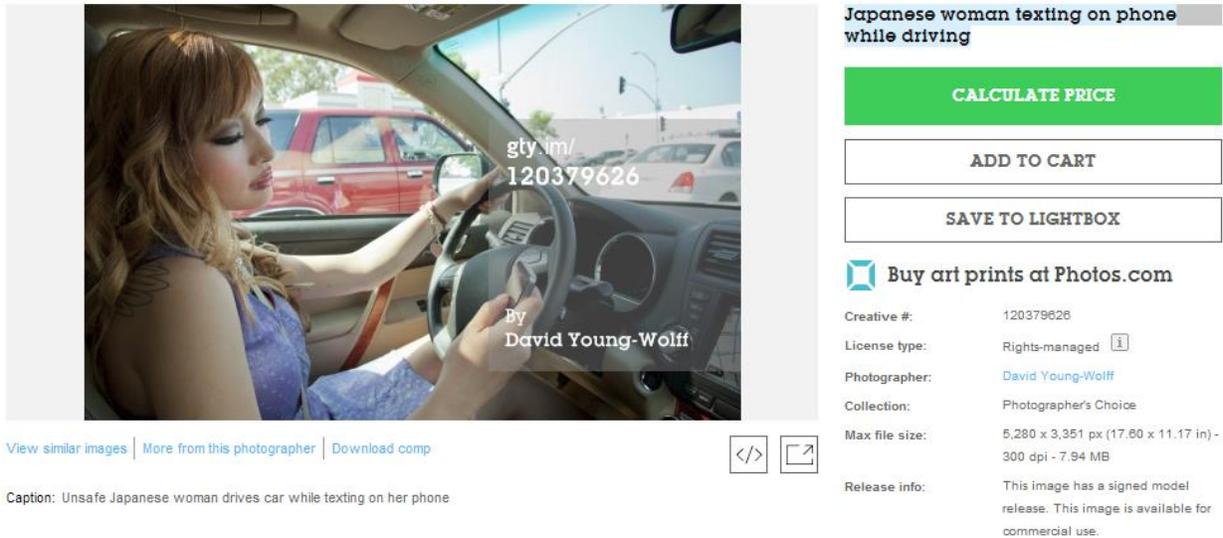


Figure 6-Image Number: 120379626 at gettyimages.com

30. For purposes of comparison, Figure 6 shows, to scale, the dramatic difference in size between the thumbnail image displayed on the SRIPLAW site by Zemanta, and the lowest resolution of Image Number: 120379626 available for license from Getty.

Getty Images Size Comparison



518px x 330px
GettyImages Website Photo
Purchase Page



482px x 278px
Whass11.com News Article



80px x 80px
Zemanta Thumbnail

Figure 5-Comparison between image sizes

31. A thumbnail sized image resembling a cropped version of Image Number: 120379626 is displayed on SRIPLAW's website by Zemanta and linked to the website of

WHAS-TV that displays what appears to be a larger sized and differently cropped version of Image Number: 120379626 attributed to Getty.

32. SRIPLAW did not place Image Number: 120379626 on its website.

33. SRIPLAW does not store Image Number: 120379626 on its web server.

**COUNT I - DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF
COPYRIGHT AGAINST GETTY**

34. SRIPLAW realleges and incorporates by reference the allegations contained in paragraphs 1 through 33 as if fully set forth herein.

35. There is an actual controversy between the parties concerning whether SRIPLAW's actions constitute copyright infringement and whether SRIPLAW can be liable to Getty for copyright infringement.

36. Getty alleges that SRIPLAW is liable for copyright infringement for violating Getty's exclusive rights under 17 U.S.C. § 106 to Image Number: 120379626 on the www.sriplaw.com website.

37. SRIPLAW denies that it violated any of Getty's alleged exclusive rights under 17 U.S.C. § 106 to Image Number: 120379626.

38. There is a present controversy whether SRIPLAW has infringed upon Getty's copyright in Image Number: 120379626.

39. SRIPLAW seeks a declaratory judgment from this Court that SRIPLAW is not liable to Getty for infringement of copyright.

**COUNT II – VIOLATION OF THE FLORIDA UNFAIR AND DECEPTIVE TRADE
PRACTICES ACT AGAINST GETTY**

40. SRIPLAW realleges and incorporates by reference the allegations contained in paragraphs 1 through 33 as if fully set forth herein.

41. The Florida Deceptive and Unfair Trade Practices Act broadly declares in §501.204(1) that “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce” are unlawful.

42. On July 1, 2014 Getty sent SRIPLAW the letter attached as Exhibit A. The Getty letter accuses SRIPLAW of infringing Image Number: 120379626 by photographer David Young-Wolff and demands immediate payment of \$380, which Getty states is the average licensing fee for commercial use of Image Number: 120379626.

43. Getty’s practice of utilizing a computerized image matching system that searches the internet and identifies Getty images, including thumbnail sized images, on an individual’s or business’ website, and then automatically sending the individuals or businesses identified by Getty’s system a form letter alleging infringement, threatening lawsuits and demanding settlement payments, is an unfair or deceptive act or practice that violates FDUTPA.

44. Getty’s practice is unfair or deceptive because a significant number of the individuals and businesses who receive Getty’s letters (i) are not violating any of Getty’s exclusive rights under 17 U.S.C. § 106; (ii) are entitled to the statutory defense of fair use pursuant to 17 U.S.C. § 107; and/or (ii) are entitled to DMCA safe harbor pursuant to 17 U.S.C. § 512, and therefore have not committed infringement and are not liable to Getty.

45. Getty’s practice is unfair or deceptive because the automatically generated form letters Getty sends demand payment in an amount that Getty would only receive for the highest resolution commercially licensed version of the image, not the lowest resolution thumbnail sized image the recipient is accused of infringing.

46. Getty's unfair and deceptive practice has caused actual damages to SRIPLAW by requiring SRIPLAW to expend time and money to bring an action to obtain a declaratory judgment that SRIPLAW did not infringe Getty's copyright.

47. Getty's unfair and deceptive practice has damaged other individuals and businesses similarly situated to SRIPLAW who received letters from Getty that falsely claimed copyright violations and, because these other individuals and businesses lack the technical or legal knowledge and/or funds necessary to defend themselves from Getty false claims, have instead paid extortion money to Getty that Getty was not entitled to.

48. Unless enjoined, Getty's unfair and deceptive practice will damage other individuals and businesses who receive letters from Getty that falsely claim copyright violations and demand settlement payments to resolve such false claims.

COUNT III – CLAIM FOR INDEMNIFICATION AGAINST ZEMANTA

49. SRIPLAW realleges and incorporates by reference the allegations contained in paragraphs 1 through 48 as if fully set forth herein.

50. Image Number: 120379626 is displayed on SRIPLAW's website by Zemanta.

51. In the event that SRIPLAW is determined to be liable to Getty for infringement of copyright in Image Number: 120379626, SRIPLAW's liability will be due entirely to the actions of Zemanta in displaying Image Number: 120379626 on SRIPLAW's website.

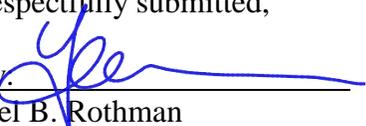
52. In the event that damages, costs and/or attorney fees are assessed against SRIPLAW, Zemanta should be held responsible to pay for the same and the cost of SRIPLAW's defense to Getty's claim, in equity.

WHEREFORE, SRIPLAW prays that the Court enter judgment awarding SRIPLAW the following relief:

- a. Entry of judgment against Getty according to the declaratory relief sought herein;
- b. Entry of a preliminary and permanent injunction against Getty enjoining Getty from engaging in the unfair and deceptive practice alleged herein;
- c. Entry of a judgment against Getty for SRIPLAW's attorneys' fees and costs of this action;
- d. In the alternative, entry of a judgment against Zemanta requiring Zemanta to indemnify SRIPLAW for any liability for copyright infringement to Getty, and to pay SRIPLAW's attorneys' fees and costs of this action; and
- e. For such other and further relief as the Court deems just and proper.

Dated: August 20, 2014

Respectfully submitted,

By. 

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July 1, 2014

1377-1

369878279

LEGAL DEPARTMENT ip
SCHNEIDER ROTHMAN IP LAW GROU
4651 N FEDERAL HWY
BOCA RATON FL 33431-5133



Unauthorized Use Notification

To view the image(s) in question, along with the usage found on your company's website, visit:

URL: <http://lc.gettyimages.com> | Case Number: 369878279 | Access Code: 6e7t4y7

For more information about the Getty Images License Compliance program, please visit:

<http://lcinfo.gettyimages.com>

It has come to our attention that you are using an image (or images) represented by Getty Images for online promotional and/or editorial purposes. We have searched our records and have not been able to locate a valid license for the use of the image(s) under your company's name. Attached is a copy of the image(s) in question along with the usage found on your company's website.

As the leading worldwide provider of digital media, Getty Images is deeply committed to protecting the interests, intellectual property rights and livelihood of the photographers, filmmakers and other artists who entrust Getty Images to license their work. Getty Images looks forward to amicably resolving this matter and appreciates your cooperation.

Although this use might have been unintentional, the use of an image without a valid license is considered copyright infringement in violation of US copyright law, Title 17 of the United States Code. The purpose of this communication is to identify a previously purchased license or reach a fair settlement if no valid license exists.

Within 14 days of the date of this letter please take the following actions:

- If a valid license was purchased prior to the use of the image(s), please provide us the Getty Images' sales order, invoice number or other license information. If the image(s) were licensed in the name of a third party, such as an advertising agency or web designer, please advise us of their name and ask them to contact us directly to determine if there is a valid license in place. Please note that as the end user you are ultimately responsible for resolving this issue.

- If a valid license does not exist for the identified usage and you do not plan to use the image(s) moving forward, you must immediately cease and desist use of the image(s), and remove them from your

website. In addition, attached is a demand representing the monetary settlement for the use of the image(s) in question. To avoid further action, payment must be received within 14 days of the date of this letter. Please follow the remittance instructions included on the attached settlement request. Payment can be made online using the URL and Access code provided on the top of this letter.

Please note, we are only charging the average licensing fee for commercial use of the rightsmanaged image(s) found on your website. Getty Images has incurred additional costs of \$400 per image related to the pursuit of this matter; we are currently waiving this cost, as we understand this unlicensed use may have been unintentional.

Remember that if you do not have a valid license, ceasing use of the image(s) does not release your company of its responsibility to pay for the image(s) already used. Getty Images' Copyright Compliance Team is willing to discuss the circumstances surrounding this matter; however, Getty Images and its artists expect to be compensated for the use of the image(s) in question.

If after settlement you would like to continue using the image(s), our Copyright Compliance Team can assist you with licensing the image(s) for future use. ***In an effort to help you find suitable replacement images, once you settle your case with us, we can provide you with a code for a free 5-Image Pack from our Thinkstock collection.*** After you make payment, please give us a call and we can provide you with the code and instructions.

Getty Images understands that this may be the first time you have come in contact with our company so we encourage you to visit our website (www.gettyimages.com) to learn more about who we are and how we license and protect images. Copyright education materials are also available on our site. If you have questions after reading this letter and the attached Frequently Asked Questions, feel free to contact our Copyright Compliance Team at 1 800 972 4170. We are eager to assist you in resolving this matter.

We look forward to your prompt response. Remember to include your company name and reference number, as they appear on the attached settlement demand, in any correspondence. This information will help us to expedite our research. Please note that your failure to respond may result in further legal action.

If you believe you have received this letter in error or have questions, please contact us at 1 800 972 4170 or email licensecompliance@gettyimages.com.

This letter is without prejudice to Getty Images' rights and remedies, all of which are expressly reserved.

Sincerely,

Copyright Compliance Specialist – Getty Images
For more information go to: <http://lcinfo.gettyimages.com>

SETTLEMENT DEMAND

To view the image(s) in question along with the usage found on your company's website, please visit:

<http://lc.gettyimages.com> | **Case Number: 369878279** | **Access Code: 6e7t4y7**

DETAILS

Image Number: 120379626



Photographer - David Young-Wolff

License Type - Rights Managed

Image Price - \$380.00

Page URL: <http://www.sriplaw.com/blog/page/3/>



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TOTAL DUE

Subtotal: **\$380.00 USD***

Please note, we are only charging the average licensing fee for commercial use of the rightsmanaged image(s) found on your website. Getty Images has incurred additional costs of \$400 per image related to the pursuit of this matter; we are currently waiving this cost, as we understand this unlicensed use may have been unintentional.

*Additional Taxes may apply

REMITTANCE PAYMENT OPTIONS

Please remit payment using one of th following payment options:

- **Online Payment**

You can pay your settlement fee online. In the address bar of your web browser, type the URL below. Press Enter or Return on your keyboard, and then complete the three-step process on the website.

<http://lc.gettyimages.com> | **Case Number: 369878279** | **Access Code: 6e7t4y7**

- **By Check**

Mail to:

Getty Images Inc
PO Box 84434

Seattle, WA 98124-5734

Please include Case Number **369878279** with check payment.

- **Bank Transfer**

Remit to:

US Bank National Association
Getty Images US Inc.

ABA Routing Number: 125000105

Bank Account Number: 153592619065

Address: 1420 5th Ave, Seattle, WA 98101

Please include Case Number **369878279** with wire payment.



Frequently Asked Questions

For more information about the Getty Images License Compliance program, please visit:

<http://lcinfo.gettyimages.com>

What can I do if I believe I have received this notification in error?

Please contact us immediately at LicenseCompliance@gettyimages.com or dial 1 800 972 4170. Please be sure to provide the case number found on your settlement demand, as well as your name and company contact information.

Who is Getty Images?

Getty Images represents imagery, footage and music created and owned by some of the world's best photographers, filmmakers and artists, as well as by entities such as National Geographic, Time Life, Agence France Presse and various professional sports clubs and leagues. Getty Images has contractual agreements with its contributors to represent and license the use of digital content to companies all over the world.

Businesses license thousands of images daily on our website, www.gettyimages.com. Customers such as graphic designers, advertising agencies and publishers license our imagery for a variety of purposes, including, but not limited to, print advertising, billboards, newspaper and magazine articles, brochures and websites.

Our license information is clearly available from each page of our website (see "License Information" link at the bottom of every page). Customers are not permitted to use imagery without paying a license fee and agreeing to the terms of our license agreement. Getty Images, on behalf of itself and its represented photographers, filmmakers and other contributors, is committed to protecting its imagery from unauthorized use.

Further information regarding Getty Images' business of copyright licensing and how it protects imagery from unauthorized use can be found in the "Copyright 101" guide available on the Getty Images' website.

What if someone else created my company's website?

Getty Images understands that a third-party designer, employee, or intern may have been contracted to design and develop your company's website. However, if no licenses for use of the images from Getty Images exist, the liability of any infringement ultimately falls on the company displaying the imagery, which is considered the end user. If this situation applies to your company, please contact the third-party to inquire if there are any licenses from Getty Images for the specific use of the images in question. If this is the case, please contact us as soon as possible to provide the Getty Images invoice number or sales order number information and we will research accordingly.

If a third party who supplied the images is willing to settle on your behalf, that third party may contact Getty Images to settle this matter. If the third party is unable or unwilling to settle this matter on your behalf, Getty Images will continue to pursue your company as the end user of our imagery. Any pursuit by you of reimbursement from the third party would be between you and the third party, separate from our claim against you.

What if I remove the images? Could I simply consider this matter closed?

While we appreciate the removal of our represented images from your website, removal of the images



alone does not settle the matter. Since your company has already infringed the copyright by using the images without a valid license, our photographers are entitled to compensation for the use of their work. Therefore, Getty Images will continue to pursue settlement of the demand. We are seeking payment for the unlicensed use of the images, and would be happy to work with you on correctly licensing any future use.

I found the images on the Internet or the Getty Images website; aren't these free or "Royalty-Free" images?

Although we understand you may have believed the images were available for free use, all images represented by Getty Images require an appropriate license for their use. "Royalty-free" does not mean that the images are free; it is an industry phrase that refers to a licensing model where the user pays once and has the continuing right to use the image without additional royalty payments. In any event, the images referenced in our settlement demand are not available from Getty Images under a royalty-free licensing model.

I did not know the images were represented by Getty Images and required a license; what can I do to resolve this situation?

Although your company may not have known the imagery is represented by Getty Images, use of the copyright protected images without proper authorization is still a violation of copyright law. If no valid licenses exist, your company has violated the copyright by using the images without permission from Getty Images or its represented photographers. Since the unlicensed use has already occurred, and copyright law has been violated, payment of the settlement demand is required. Please keep in mind that in a copyright infringement lawsuit, Getty Images would be entitled to seek damages as well as costs and interest. This is an attempt to settle this matter amicably without litigation.

I purchased the images from a company I found online as part of a web template, so was the web template company responsible for licensing the imagery?

As the end user of Getty Images' imagery, you are ultimately responsible for ensuring that you have obtained the appropriate rights to use the imagery. If you acquire imagery from a web template provider or other such company, your company is still liable for copyright infringement if that provider or other such company did not properly license the imagery from Getty Images for your use.

How does Getty Images calculate the settlement demand amount?

The settlement demands are based upon the fair market value of a license, taking into consideration several factors such as usage, size, placement, duration, and territory. The settlement demand is calculated by taking the average length of use and the average cost of licensing for that period.

I do not want to redesign our site with new imagery. Can I pay the amount due for the previous use and purchase a new license so that I can continue to use it?

Yes, we'd be happy to assist you in this effort. Once the prior unlicensed use has been settled, Getty Images will help you license the images properly. The only circumstance in which we would not be able to issue a license for future use is if another customer has purchased exclusive rights to the same image that clash with your desired use.

Can I settle this matter by purchasing a future license or by trying to purchase a backdated license?

No, use of another's intellectual property without authorization is a violation of copyright law. Purchase of a future license or license subsequent to notification of the unauthorized use does not address the copyright violation. Accordingly, Getty Images does not accept either approach as settlement of our unlicensed use claim. Payment of the settlement demand is necessary to settle the matter.

I am willing pay the amount due for the unauthorized use but cannot afford to continue to license such an expensive image. Are there less expensive options available?

Getty Images offers imagery at a variety of prices; including Royalty-Free content on Gettyimages.com,

Punchstock.com and iStockphoto.com.

What are the payment options?

There are three options for paying your settlement fee:

Online Payment

A fast and efficient way to pay your settlement fee is online at <http://lc.gettyimages.com>. Simply open a web browser and type the web address in the address bar. Press Enter or Return on your keyboard, and follow the instructions that appear on the web page. You'll be guided through a three-step payment process and will be asked to provide the following:

- Case number
- Access code
- Credit card information

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After you've completed the online payment process, a settlement confirmation will be sent to the email address you provided on the Payment page (step 2) of the website.

By Check

Mail to:

Getty Images Inc
PO Box 84434
Seattle, WA 98124-5734

Please include Case Number **369878279** with check payment.

Bank Transfers

Remit to:

US Bank National Association
Getty Images US Inc
ABA Routing Number: 125000105
Bank Account Number: 153592619065
Swift Code: 153592619065
Address: 1420 5th Ave, Seattle, WA 98101

Please include Case Number **369878279** with wire payment.

How do I know if a full and final settlement for the claim against me has been resolved?

After you've completed the online payment process, a settlement confirmation will be sent to the email address you provided on the Payment page (step 2) of the online payment website.