

imagebroker.net RF End User License Agreement

- I. Important Preliminary Notice In downloading imagebroker.net's images from this website, the customer acknowledges unlimited acceptance of the terms set forth in this agreement which is then considered to be legally effective. If the customer does not agree to these terms and does not want to conclude a license agreement with imagebroker.net, he/she is not allowed to download images. If the customer enters this agreement as proxy for a third party, such as his/her employer, these provisions shall also be applicable for and against any authorized third party. All images from imagebroker.net are protected by copyright. imagebroker.net and/or its contractual partners are the owners of such rights. The customer's utilization right is dependent on the payment of the full license fee, the granting by imagebroker.net as well as by adherence to the provisions of this contract.

II. Granting of Reproduction Rights:

The pictures are not sold but only licensed for utilization. imagebroker.net grants the personal, nonexclusive and non-transferable right to use and reproduce the pictures on a worldwide and perpetual basis, in the following ways:

a) Print usage, especially any type of printed, tangible materials including advertising, sales, etc.;

b) Nonprint usage, that is any digital or electronic material provided that no image is at a resolution greater than 480 by 640 pixels (72 dpi). Hereby it must be made obvious that the material is not intended to be downloaded or copied by any third party.

III. Restrictions of Utilization

1. The rights granted by imagebroker.net under this agreement cannot be transferred. Their utilization is exclusively limited to utilization for an end user product also in the event of further processing. It shall not be permitted to transfer the data or pictures to third parties or to transfer utilization rights or to permit any other thirdparty usage.

2. In the case of picture licensing by a company as customer, the data may be archived or incorporated into a customer internal network as long as no more than 10 (ten) specific employees have access to such images. Utilization is, however, expressly limited to the framework determined by these GTCs.

3. The pictures must not be shared, copied or made accessible to third parties. Establishing a network of servers with or without central location, which allows thirdparty access, shall not be admissible.

4. You may not use the picture as part of a service mark or trademark or infringe on any thirdparty trade name, service mark or trademark.

5. You may not place the pictures online in a downloadable, FTP or other similar format.

6. You may not use the pictures in an offensive, defamatory, pornographic, fraudulent, hurtful or tortuous manner or place them in any such context. In case the planned utilization of the pictures touches upon such sensitive subjects or can be associated in such a manner, advance written permission is required. This includes but is not limited to substance abuse, physical or mental abuse, alcohol, tobacco, AIDS, cancer or other serious physical or mental ailments or the disparagement of a person or product.

7. One copy of the pictures or software may be made for backup purposes only, which shall just be used if the original copy becomes defective or otherwise irretrievably lost.

8. Upon notice of discontinuance of a license for any particular image such image must not be used in the future.

IV. Compensation in Case of Violation of Contract In addition to the provisions of this contract the customer shall adhere to the general legal provisions about competition, trade marks and utility models. The customer shall be liable for any damages that imagebroker.net may suffer as a result of the violation of any such provisions by the customer.

V. Indemnity

The customer agrees to release and hold imagebroker.net harmless from all claims for damages and liability resulting from a violation of such provisions.

VII. Limitation of Liability imagebroker.net shall not be liable for any potential or consequential damages in case a particular image cannot be used in the intended manner, even if such risk has been indicated in advance by the customer. imagebroker.net's liability shall in any case be limited to the fee paid for the particular image.

VIII. Software All rights and data that are granted to the customer under this contract are the property of imagebroker.net and protected by copyright or other legal provisions. It shall be inadmissible to reverse engineer or rearrange data or reduce them to any other readable formats.

IX. General Provisions

1. If any provision of this agreement is or becomes invalid or inadmissible it shall be replaced by a valid or admissible provision which comes as close as possible to the intended purpose and the desired objective. The validity of the remaining provisions remains unaffected. The same shall apply to any missing or incomplete provision.

2. The implementation of this agreement shall be exclusively governed by German law, even if foreign elements are involved. To the extent that this provision is legally admissible, Munich shall be place of jurisdiction and place of performance.

3. If you have any questions about your rights and obligations under this contract or if you wish to claim additional rights please contact your supplier.