

## Licence contract between Author and User (editorial utilisation)

### Recital

The present agreement regulates the conditions under which the Users (hereinafter referred to as "Users") may use the photographs, illustrations and other media content (hereinafter referred to as "Images/ Image Material") made available by the individual Authors on the platform pixelio.de (hereinafter referred to as "PIXELIO").

By placing/ uploading Images onto PIXELIO, the Author declares that he/she agrees to the legal validity of the terms and conditions of this contract.

By downloading Images from PIXELIO, the User declares that he/she agrees to the legal validity of the terms and conditions of this contract.

The licence contract shall apply in addition to the PIXELIO Terms and Conditions of Use applicable to the utilisation of the Images, which all Authors and Users (hereinafter jointly referred to as "Members") have entered into.

### I. Type of licence

The Author hereby grants the User a non-exclusive, non-transferrable licence, without restrictions as to time and place, for the utilisation of the Images uploaded by him/her onto PIXELIO, for the admissible types of use as set out in part II. below.

Utilisation of the Image Material is only permitted for **editorial (non-commercial)** purposes.

The utilisation in image data banks, image catalogues and similar image galleries is excluded.

### II. Types of use

The following types of use are **transferred**:

- the copying and dissemination rights, i.e. the right to copy and disseminate the Image Material and/or have it copied or disseminated as desired - also onto image/sound/data carriers other than the ones originally used - within the framework of the stipulated types of use.

- the right to call up, and use online, the Image Material, i.e. the right to make the Image Material available by means of analogous, digital or other storage or data transmission technology, with or without interim storage, wireless or through cables.

- the broadcasting rights, i.e. the right to make the Image Material available to the public within the framework of the type of licence as stipulated above, as often as desired, by means of all technical processes (e.g. analogous, digital, high definition, incl. DVB-T, -C, -S, and -H), through transmissions such as radio or television transmission, wire transmission, Hertzian waves, laser, microwaves etc, or similar technical equipment, irrespective of whether the transmission is effected through terrestrial transmission equipment, cable TV (also through telephone networks), including re-transmission by cable, satellites, including direct satellites (DBS), other data or telephone cables or networks such as ISDN, DSL, GSM, UMTS, radio links systems, power lines etc., or other technical equipment, or through a combination of the stipulated ways of transmission.

- the printing rights, i.e. the right to utilise the Image Material for the production, copying and

dissemination of illustrated or non-illustrated books, magazines or other printed works, within the framework of the type of licence as stipulated above. Utilisation in image catalogues and similar image galleries is excluded.

- the videogramme rights, i.e. the right to utilise the Image Material by means of copying and disseminating it on all types of analogous and digital image/sound/data carriers. The rights to videogrammes in particular comprise all storage media (image/sound carriers) of all kinds (CDs, DVDs, etc).

- restricted editing rights, i.e. the right to edit or modify the Image Material using analogous, digital or other image editing methods in the following ways: modification of image size (scaling up, scaling down, cutting), change of colour information, modification of colour, contrast and brightness values. The right to carry out any other modifications to the Image Material shall remain with the Author.

All other rights to the Images, including copyrights and other industrial property rights relating to the Image Material, shall remain with the Author.

The following rights in particular are **not** being transferred:

- the advertising rights, i.e. the right to utilise the Image Material for advertising purposes, whether in an unmodified, edited, redesigned or enhanced form, whether as a whole or in part, e.g. in programme previews, on TV, in cinemas, in printed documents (adverts, posters, programme announcements etc.), value added telephone services, Internet (e.g. pop-up windows, advertising banners etc.), whereby the listed forms of advertising shall not be deemed to be conclusive.

- the merchandising rights, i.e. the right to commercially utilise the Image Material by selling the Image Material or by producing and distributing products of all types featuring the Image Material (e.g. posters, post cards, clothing, printed documents, including comics, sound carriers, headdress, mouse pads, buttons, etc.).

### **III. No remuneration**

For the granting of the utilisation rights listed in II. above, the Author waives his/her remuneration claims against the User.

### **IV. Naming of author and source reference**

The User shall be obligated to name PIXELIO and the Author (with his/her photographer's name as stipulated during the upload of the Image from PIXELIO), in such a way as is usual for the corresponding utilisation and - as far as this is technically possible - in close proximity to the Image itself or at the end of the page, in the following form: '© Photographer's name / PIXELIO'.

If Image Material is used on the Internet or in digital media, a reference to PIXELIO must be placed in the form of a link to the site [www.pixelio.de](http://www.pixelio.de).