

## **Terms and Conditions**

### **1. General**

- 1.1. Any and all offers, supplies licenses and granting of licences regarding graphical and/or photographic material presented by COLLIEMORITZ website – collectively referred to as Graphic Material – are subject to the following general terms and conditions
- 1.2. Any general terms and conditions of the buyer are only valid in case of prior written acceptance by COLLIEMORITZ. COLLIEMORITZ hereby disagree with any terms and conditions of the Buyer as referred to in order forms or receipts or others.
- 1.3. The copyright of all Graphic Material supplied via Internet, CD, or any other media is always retained by the author and COLLIEMORITZ and are subject to the right of use as specified in the contract.
- 1.4. Graphic Material must not be stored on any electronic data storage medium longer than required by production process without the prior written consent of COLLIEMORITZ. Any Graphic Material must be deleted after exercise of the licence granted by COLLIEMORITZ. Any and all Graphic Material must not be used or stored in personal archives or data bases. Further, no Graphic Material must be sold , supplied or made available to any archives or data bases without the prior written consent of COLLIEMORITZ.
- 1.5. COLLIEMORITZ is neither liable nor responsible for the eligibility of the Graphic Material for any purpose of use intended by the Buyer.
- 1.6. COLLIEMORITZ reserves all rights to modify the terms and conditions at any time. The up-dated version of the current terms and condition is displayed under "AGB" for download and print version.

### **2. Licence Fee**

- 2.1. Any use of the Graphic Material is subject to a obligatory licence fee. A license fee will also be obligatory in case of any use of the Graphic Material as model for drawings, caricature, imitating photos or use of details hereof and /or by using montage, photo composing, electronic storage devices or similar technique to create in whole or in part a new graphic or artistical work.
- 2.2. All Graphic Material is subject to copyright protection by German Copyright Act.
- 2.3. With the conclusion of the contract COLLIEMORITZ grants the restricted right of use according to the agreed time period, territory and the manner, extent and purpose of use of the Graphic Material. The contract will be concluded by written confirmation of the order by COLLIEMORITZ.
- 2.4. The calculation of the License is based on information submitted by the Buyer in the order regarding media, manner and extent of the intended use. In case the actual use of the Graphica Material is not covered by the agreed licence then COLLIEMORITZ reserves all rights to claim damages of five times of the license fee for any additional unauthorized use.
- 2.5. The license fee covers only the singular use as detailed in the order form. Any additional or multiple use is subject to an additional licence fee and requires a prior written agreement with COLLIEMORITZ.
- 2.6. Exclusive rights will only be granted under a separate written agreement with COLLIEMORITZ.
- 2.7. In case Buyer will only use the Graphic Material for layout work, COLLIEMORITZ may grant the respective rights under a separate written agreement by charging layout fees.

### **3. Restriction of rights, liability, right of use and copyrights**

- 3.1. All Graphic Material are to be treated like the original copy. Regarding photo images the right of use refers only to the copyright of the author. This applies particularly to photo images which may affect other copyright protected works of visual or performing arts. The Buyer is responsible to obtain any further right of use as far as required by the applicable law. Any license hereunder and if not otherwise stipulated in a separate agreement will cover only the singular use as agreed with COLLIEMORITZ. Multiple use or use beyond the agreed license have to be agreed by a further license agreement with COLLIEMORITZ.
- 3.2. Image editing and montage are permitted. Any conflicting use or visual or verbal falsification as well as us which may disparage or insult displayed persons, or which may content immoral or illegal details are not permitted and Buyer and/or user may be liabe under the applicable law.
- 3.3. Transfer of rights to use to any third party is not permitted. Doubles or the production of internegatives, reproductions, and enlargement, as well as copying of the Graphic Material for archive purposes of the Buyer, also the transfer hereof to Third Parties are not permitted. Exceptions hereof have to be agreed with COLLIEMORITZ. in a separate agreement .Buyer is obliged to inform COLLIEMORITZ whether and to what extent any doubles or copies have been produced. This obligation also applies for any doubles and copies for archive purposes. In this case COLLIEMORITZ reserves all right according section B4.
- 3.4. Buyer and/or User are obliged to comply with any applicable laws and principles regarding the content of press material and/or publication. Buyer and/or User are solely responsible for any accompanying text. COLLIEMORITZ is not liable for any claims of Third Parties resulting from the use of the Graphic Material which may cause any conflict with the applicable laws or personal rights of any Third Party affected hereof. The Buyer and/ or User are solely responsible for any claims of damages of Third Parties.

- 3.5. In all published Graphic Material displaying persons no text or text details shall be used which may cause any conflict with the meaning of the Graphic Material. Buyer and/or User must comply with all applicable laws regarding particularly but not limited to protection of privacy, personal rights, social, political, sexual and religious integrity of any persons or associations hereof..
- 3.6. All Graphic Material is only designated for editorial use. Prior to any non editorial publication (such as like, but not limited to book, brochures, commercials) and as far as not marked as model release any rights of Third Parties have to be clarified with COLLIEMORITZ. Any trademark rights have to be clarified with the appropriate trademark owner before use.
- 3.7. Notwithstanding any applicable law any publications of well known persons or persons of public interest have to be marked with their name and can only be used for editorial use.
- 3.8. COLLIEMORITZ reserves the right to transfer additional rights to use to copyright collecting societies. COLLIEMORITZ hereby disagree with any terms and conditions of the Buyer which may exclude such rights of COLLIEMORITZ

#### **4. Copyright. Voucher Copy**

- 4.1. COLLIEMORITZ requires always an Agency/Copyright note which clearly designate the origin of Graphic Material Collective notes will only be accepted if the Agency/Copyright can be clearly assigned to any respective Graphic Material. Buyer and/or User will hereby indemnify COLLIEMORITZ of any and all claims of Third Parties resulting from the omission of any Agency/copyright notes. All Graphic Material shall be marked as photo/illu© COLLIEMORITZ. This applies for the use in any and all media if not otherwise agreed with COLLIEMORITZ.
- 4.2. As far as not otherwise stipulated herein any and all rights to use are subject to German Copyright Act.
- 4.3. Prior to any print publication Buyer and/or User will forward two complete voucher copies free of charge to COLLIEMORITZ.

#### **5. Contractual Penalty and Claim for Damages**

- 5.1. In the event of any use beyond the agreed license, distortion or unauthorized transfer of rights to use to any Third Parties, as well as unauthorized production of doubles, internegatives, reproduction and enlargements also for archive purposes of the Buyer and/or User, COLLIEMORITZ reserves the rights to claim damages as lump sum of five times of the license fee which would have been originally fall due.
- 5.2. In case of omission of any Agency /Copyright notes COLLIEMORITZ reserves the right to claim an additional fee of 100% of the originally agreed license fee as well as additional administration charges.

#### **6. Payment conditions, Place of performance, Place of jurisdiction**

- 6.1. All license fee are payable in EURO within two weeks after receipt of the invoice by the Buyer. Any bank charges for money transfer from any country outside the Federal Republic of Germany will be at the expense of the Buyer.
- 6.2. Invoice will be sent as digitally signed pdf files. Upon request by the Buyer COLLIEMORITZ will also sent invoice (in paper form) by mail. Postage fee for domestic deliveries or within the EU will be 2 €, overseas postage will be 5 €..
- 6.3. For any changes of invoice (including but not limited to address changes) an additional fee of 3 € will be charged.
- 6.4. Place of performance and place of jurisdiction is exclusively Munich, Germany.
- 6.5. Any and all sullies to other countries except Germany are subject to German Law.
- 6.6. Upon default of the Buyer COLLIEMORITZ is entitled to charge an additional fee of 3,-- € for every written demand for payment. Default interests, as well as any additional fee for collection or legal costs will be at the expenses of the Buyer.
- 6.7. In the event that a clause of these terms and condition is not valid under the applicable law, then the other clause of these terms and condition may not be affected hereof.

#### **7. Protection of Data Privacy**

- 7.1. COLLIEMORITZ confirms that any data submitted by the Buyer will only be used for the performance and fulfilment of the business administration hereunder.
- 7.2. The Buyer agrees to allow submission, processing and use of person related data made available to COLLIEMORITZ for the purpose of marketing or client directory by COLLIEMORITZ.
- 7.3. The Buyer is entitled to withdraw his consent to the foregoing at any time by written notice to COLLIEMORITZ.