

General Terms and Conditions for Image User

These General Terms and Conditions (hereinafter referred to as "GTC") govern the contractual relationship between COPYTRACK GmbH ("COPYTRACK") and the image users.

1. Definitions

1.1 "Image" refers to all photographic works, photographs, and similar works, including but not exclusive to: graphics, illustrations, drawings, pictures and image presentations, which are subject to Copyright Infringement.

1.2 "Copyright Infringement" refers to the unlawful use of the image pursued by COPYTRACK, which resulted in an offer for subsequent licensing (also referred to as post-licensing) or claim for damages.

1.3 "Image User" is one who acquires rights to use through COPYTRACK during the post-licensing or pays damages for the past use in the course of an amicable settlement.

1.4 "Website" is the Internet site on which the Copyright Infringement claimed by COPYTRACK has taken place, as well as all the subordinate pages of the domain.

2. Scope of application

These provisions shall apply to all business relations between COPYTRACK and the Image User. Terms and Conditions of the Image User are invalid even if COPYTRACK does not object to their application in a particular case.

3. Conclusion

The Image User is granted access to the online settlement portal of COPYTRACK through the unique case number provided to him by COPYTRACK. The Image User can view information about their case, the license terms and claims for damages, purchase licenses, close amicable settlements and store their data. Pressing the "binding purchase" button („verbindlicher Kauf“, „Achat obligatoire“, „Compra vinculante“, „Acquisto vincolante“, „ Zakup wiążący“, „Подтверждение покупки“, „구매 완료“, “注文を確定“, 成立购买契约, „Compra obrigatória“) closes the license agreement/ the amicable settlement between the Image User and COPYTRACK.

4. Rights of use

4.1 Scope of license: In case the Image User purchases a subsequent license, COPYTRACK grants the Image User, based on COPYTRACK's right to sublicense granted by the rightsowner, a simple, spatially unlimited right of use in the Image, which allows the Image User to make the Image publicly available on the Website and to reproduce the Image, as far as necessary to make them publicly available. No further use is permitted. The right of use is not transferable. The Image User is not entitled to sublicense the Image. Processing of the Image is permitted only to the extent necessary for the aforementioned use (for example changing the file size, converting to another file format) and as long as the appearance of the image is not alternated or compromised.

4.2 License period: The right of use is granted from the date identified by COPYTRACK as the date the Image User firstly published the Image on the Website (last-modified-date) and for the duration of one year after the conclusion of contract.

4.3 The Image User is not obligated to give attribution. The author waives the assertion of their claim to recognition of their origin.

4.4 The Image User is not allowed to use the Image in connection with or to illustrate the following content:

- Racism and discrimination against minorities
- Depravation of violence and extremism of any kind;
- Calls and incitement to crimes and offenses, threats against body, life or property;
- Rages against persons or companies;
- Libel, defamation, and libel, as well as violations of the right of fairness;
- Pornography
- Advertising for political parties
- Offensive, sexist, obscene, vulgar, abominable or disgusting materials and expressions;
- Religious mission

4.5 The granting of the right to use pursuant to section 4.1 and 4.2 is subject to the condition precedent of full payment of the license sum agreed in accordance with 6.1.

4.6 COPTRACK is only granting a right to use the Image itself. COPYRIGHT does not grant any rights regarding the pictured person or thing. The Image User is obliged to obtain these rights on their own.

4.7 At the end of the license period, the image user is not entitled to continue using the images. He is obliged to delete all copies of the pictures and to stop making the pictures publicly accessible. This also includes the deletion of indexes or storage by search engines (e. g. Google cache). Public access is also possible if the image can be retrieved by entering a URL. If he continues to use the software beyond the license period, he is obliged to pay COPYTRACK a contractual penalty of EUR 290.00 for each case of culpable infringement. Further claims of the copyright holder and COPYTRACK remain unaffected.

5. Claim for damages/ amicable settlement

5.1 If the Image User choses to pay damages, an amicable settlement is closed between COPYTRACK and the Image User. The amicable settlement rules as follows: by paying the agreed settlement payment in total COPYTRACK waives the claim for damages arising from the concrete use of the Image as it has been subject to the case.

5.2 COPYTRACK does not waive the claim for damages arising from this use if the Image User has used the Image before the date identified by COPTRACK (last modified date), as the date of initial publication on the website. Furthermore, COPYTRACK does not waive any claim for damages arising from other actions than the publishing on the website, such as using the Image in printed products or products for resale. No claims are waived that arise from unknown uses or uses that take place in the future.

5.3 The amicable settlement does not grant any authorization for further use of the images. The image user is obliged to delete all copies of the images in his possession and to cease making them publicly available. This also includes the deletion of indexes or storage by search engines (e. g. Google cache) or the serious effort to do so. Public access is also possible if the image can be retrieved by entering a URL.

5.4 The image user must comply with the obligations under clause 5.3 within a period of 14 days after conclusion of the settlement. If the image user continues to use the images after expiry of this period or if he has not deleted all copies, he is obliged to pay COPYTRACK a contractual penalty of 3 times the settlement amount for each case of culpable infringement. Further claims of the copyright holder and COPYTRACK remain unaffected.

6. Payment

6.1 For the granting of the right of use mentioned in clause 4.1 and 4.2 respectively with the closing of the amicable settlement according to clause 5.1, the Image User pays COPYTRACK the amount stated in the invoice issued to the image user.

6.2 Payment is due in full within 14 days upon receiving an invoice and a transaction number. Payments to be made to COPYTRACK GmbH, Commerzbank AG, Account: 529986200, IBAN: Payment to: DE80 7604 0061 0529 9862 00, BIC / SWIFT: COBA DEFF XXX.

7. Right of revocation

If the Image User is a consumer, they have a right of withdrawal. Consumers are any natural person who enters into a legal transaction for purposes which cannot be attributed primarily to their commercial or independent occupation.

Model withdrawal form

(If you want to cancel the contract, then please fill out this form and send it back to us.)

To COPYTRACK GmbH, Dresdener Straße 31, 10179 Berlin, Telephone: 030 – 809332-900, Fax: 030-809332-999, E-Mail-Adresse: contact@copytrack.com

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*):

Ordered on (*) / received on (*)

Name of consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only in the case of a communication on paper)Date

(*) Delete as appropriate.

End of revocation

Revocation instructions

Right of revocation

You have the right to revoke this contract within 14 days without giving reasons. The withdrawal period is 14 days from the date of conclusion of the contract. To exercise your right of revocation, you must contact us (COPYTRACK GmbH, Dresdener Straße 31, 10179 Berlin, phone: 030 – 809332-900, Fax: 030-809332-999, e-mail address: contact@copytrack.com) by means of a clear statement (for example, a letter sent by mail or by e-mail) about your decision to revoke this contract. You can use the enclosed sample revocation form, this is however not required.

In order to maintain the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this agreement, we will pay you all the payments we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favorable standard delivery offered by us) within a period of fourteen days from the date on which the notice of revocation of this contract has been received by us. For this repayment, we use the same method of payment that you used in the original transaction, unless you explicitly agreed otherwise; in any case you will not be charged fees for this repayment.

If you have requested that the service be commenced during the period of revocation, you shall pay us a reasonable amount equal to the proportion of the services already provided to us by the exercise of the right of revocation with respect to this contract services rendered compared to the total amount provided for in the contract services equivalent.

Special instructions

Your right expires prematurely if the service has been completed by us and started the execution of the contract only after explicit consent and you have confirmed your knowledge before execution of the contract that you will lose your right with complete fulfilment of the contract on our part.

8. Alternative dispute resolution

COPYTRACK is neither obliged nor willing to participate in alternative dispute resolution proceedings in front of dispute resolution bodies.

9. Duration of contract / Cancellation

9.1 The license agreement is concluded indefinitely.

9.2 The parties are entitled to terminate the contract without notice for important reasons. A right to terminate the contract without notice shall arise if circumstances render the further continuation of the contract unacceptable, taking into account the content and purpose of the contract, all circumstances of the individual case and the mutual interests of one or both parties. For COPYTRACK there is a reason for extraordinary termination without notice, if the image user uses the pictures in a manner which is no longer covered by the right of use granted in section 4.1, or which violates Section 4.3 or otherwise infringes the copyright of the Image.

9.3 The termination is to be explained in text form (§ 126b BGB).

10. Liability

10.1 COPYTRACK shall be liable without limitation if damage is caused by intent or gross negligence.

10.2 COPYTRACK shall only be liable for slight negligence if it is a breach of essential obligations and is thereby endangering the purpose of the contract or if COPYTRACK violates obligations which fulfil the proper implementation of the contract at all and if the user regularly complies with these obligations (cardinal obligations). In this case, however, COPYTRACK is only liable for the foreseeable contract-type damage.

10.3 The foregoing limitations on liability do not apply in case of injury to life, body and health.

10.4 Insofar as the liability of COPYTRACK is excluded or restricted, this also applies to the personal liability of COPYTRACK employees, representatives and vicarious agents.

11. Warranty

COPYTRACK shall not be liable for the lack of right of use as defined in section 4.1. COPYTRACK does not check whether the image concerned is free of third party rights. Furthermore, COPYTRACK shall not be liable in the event that COPYTRACK was not entitled to grant the right of use, unless COPYTRACK had knowledge of the non-authorization or should have had knowledge of it.

12. Final provisions

12.1 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

12.2 Contracts concluded with COPYTRACK in the electronic business are not saved after the conclusion of the contract and are not made available to the contractual partner.

12.3 The court of jurisdiction for disputes arising out of or in connection with contracts between COPYTRACK and the users who are merchants, legal persons of public law or a public special fund is the place of business of COPYTRACK in Berlin.

12.4 Amendments and additions to these General Terms and Conditions must be made in text form (§ 126b BGB).

12.5 The contract language is German. If the contractual partner communicates in another language and the translation deviates, the German version shall prevail.

Terms of business: March 2018