

General Terms of Business

A. Validity of the terms of business

Visual material shall be made available by dpa Picture-Alliance GmbH (referred to below as dpa-PA) exclusively on the basis of these terms of business.

The General Terms of Business also apply to all future deliveries, for the electronic retrieval and use of images from the image databases and for electronic transmission, unless other conditions are expressly agreed, which must be in writing.

Should the buyer's terms of business differ from these General Terms of Business, they shall not be recognized; and hence not form part of the agreement, even if they have not been expressly contradicted.

B. Use of visual material

1. Visual material shall only be provided, or can be retrieved or transmitted electronically only for inspection, and shall be made available exclusively on a temporary basis. dpa-PA shall decide whether to make original or duplicated visual material available to the customer. There is no obligation to give a corresponding indication.
The visual material shall remain the property of dpa-PA or its partners, and must be returned or deleted from the electronic memory within one month at the latest, if it is not used. Any visual material for which rights of use have been acquired must be returned immediately after use, at the latest, however, within three months from the date of the delivery note or retrieval or transmission of the data, or deleted from the electronic memory. Section D.4.c.) of these General Terms of Business are not affected in this respect. The customer shall bear the costs for returning the material.
2. When using the digital database of dpa-PA, the customer shall note the corresponding accompanying image information (image metadata) and observe the restrictions on use and application contained therein. The customer shall be solely responsible for any damage resulting from non-compliance, and shall release dpa-PA from any claims made by third parties. Furthermore, dpa-PA reserves the explicit right to make compensation claims against the customer in the event of non-compliance.
3. The customer shall check the visual material after taking delivery to ensure that it is complete and free of defects. Should the delivery be incomplete or any individual images be defective, the customer is obliged to inform us by telephone or in writing about the incompleteness or the ascertained defects within 72 hours after receiving the consignment, or after data retrieval or transmission. The defective images must be returned to dpa-PA immediately. Any claims regarding defects that are omitted, incomplete or not submitted on time shall exclude grounds for complaint that the delivery is incomplete or defective, and any liability on the part of dpa-PA for costs which have already been incurred or costs incurred in the future.
4. Any use of the visual material requires prior written consent from dpa-PA (declaration of release). This also applies to use of the visual material as a model to work from for sketches, printing or for layout or presentation purposes and to the opening up of slide frames or transparencies.
5. The release of visual material granted by dpa-PA only entitles the recipient to use it once for the stated purpose, unless further use is expressly intended. The respective information and restrictions in the accompanying image information (image metadata)

must be followed with regard to the type and location of use. Any use extending beyond the agreed scope is once again subject to a fee and must be authorized in advance.

6. It is not permissible to copy, edit or alter the visual material, or to pass it on to third parties, without prior written consent from dpa-PA. This includes the sale to third parties of links to these images, such as links on the Internet.
7. Exclusive rights or blocking periods must be agreed separately.
8. Two specimen copies of each publication shall be sent to dpa-PA immediately, unsolicited and free of charge. dpa-PA shall be notified about the number of copies of the printed work.

C. Scope of the rights of use

1. In general, only the simple right of use of the photographic copyright shall be transferred.
2. The consent to use of visual material granted by dpa-PA does not include the assurance that persons depicted or the owners of the rights to depicted works of art or applied art or owners of trademark or other property rights have given permission to reproduce them publicly, especially for use within the scope of advertising. The customer is responsible for obtaining the necessary authorizations from third parties in individual cases. The customer shall itself observe the personal rights, copyrights, trademark and other property rights of depicted persons, works, objects or trademarks in respect of the laws of the country in which use is to be carried out. This does not apply if receipt of the required permission or rights has been expressly guaranteed by dpa-PA in writing.
3. Visual material, especially that in which people are recognizable, may only be used in connection with the accompanying text. Image and text may not be used in a distorted way or in a way that twists the meaning. The user is generally obliged to observe the journalistic principles of the German Press Code or comparable journalistic duties of care.
4. The customer release dpa-PA from any claims by third parties in this respect and shall bear the legal consequences itself, should an internal violation of the law take place.
5. Prior written consent from dpa-PA is required for the following actions:
 - a. the duplication and especially the digitalization of visual material,
 - b. the storage of image data in online databases or other electronic archives accessible to third parties,
 - c. the storage of image data on diskette, CD-ROM or similar data carriers,
 - d. any digital or other change or redesign of visual material.

Should permission be given for digitalization, the names of the authors of the images and the name of dpa-PA must be linked to the image data electronically; a guarantee must also be obtained from the customer that this link will be retained during each data transmission, during the transfer of the image data to another data carrier, during

reproduction on a screen and during any public reproduction, so that both the author of the image and dpa-PA can be identified at all times.

All digital images in electronic archives and all external data carriers must be deleted completely as soon as the customer is obliged to return the visual material or the contract is terminated.

6. When the visual material is used it must be marked clearly and unmistakably with the originator's and / or the agencies photo credit specified in the database. If such a photo credit is not visible, the label "Photo: Picture-Alliance" must be attached; the name of the respective portal partner and the author of the image must also be attached, should this be requested by dpa-PA or if the name of the portal partner or the author of the image is named in the image text.
7. Any concession of rights of use shall take place subject to a condition precedent that the fee owed in respect of use is paid to dpa-PA.

D. Fees and charges

1. Any use of the visual material supplied is subject to payment of a fee.
2. Postage and packaging and a handling fee are calculated for each delivery of visual material proportionate to the type and scale of the costs incurred, and shall be at least €26.00 per delivery. This handling charge is not credited against a subsequent fee.
3. dpa-PA charges an advance fee of €50.00 for each consignment on-approval, which is clearly requested for presentation purposes. This advance fee may be offset against any fees for use.
4. Should the time limit for returning the goods be exceeded, blocking charges will be due. They are €30.00 for each image per month commenced. A time limit has been exceeded if:
 - a. supplied visual material is withheld for longer than one month, without a declared use having taken place during this period,
 - b. visual material, whose rights of use have been purchased, which has not been used within 6 months, and this has not been indicated to dpa-PA within this period.
 - c. visual material that has been used and not returned or deleted within one month after use.

The assertion of damage caused by default will not be affected by the blocking charge. The blocking charges will not be credited to any fees for use. They do not constitute any right of use or ownership.

5. A fee reduction will not be granted for any color images that are used in black and white format.
6. In the case of exclusive rights for visual material the right of use shall be limited to a blocking period of 4 weeks. Exclusive fees must be agreed with the dpa-PA on an individual basis. After the agreed time limit has expired the respective fee is due, even if publication has not taken place by then. dpa-PA is entitled to offer the same material to other prospective clients for use after the blocking period has expired.

7. dpa-PA invoices are due and payable immediately on receipt without any discount. All amounts, such as fees, costs and handling charges are net, plus statutory sales tax and any accruing artists' social security contributions.
dpa-PA is entitled to demand 5% interest on default over the respective base rate of the European Central Bank or over the appropriate interest rate superceding it 30 days after the due date, plus rebilling costs of € 5.00 per reminder.

E. Liability and compensation

1. On receipt of the consignment, the customer shall be liable to dpa-PA for loss and damage of the visual material provided, until its safe return has been completed.
2. In the case of unauthorized use, duplication, amendment, editing, alteration, passing on of the visual material, or electronic storage or non-compliance with the copyright notice, the customer shall release dpa-PA from all third party claims resulting from this. dpa-PA shall also be entitled to demand a contractual penalty of twice the normal fee for use, but at least €200.00 per image, in this event. Enforcement of any further compensation claim shall remain unaffected by this.
3. Should images in the buyer's sphere of risk go missing or should images be returned in a state that excludes their further use, compensation shall be paid. Compensation amounts of €500.00 for each original image and €100.00 for each duplicate shall apply as agreed, without dpa-PA having to prove the level of damage in individual cases. These amounts are calculated on the basis of loss of further use. The buyer retains the right to prove lesser damage in individual cases and dpa-PA also expressly reserves the right to make further compensation claims.
4. In the event that images returned in a defective state can be restored to perfect condition through cleaning or other measures, the customer shall reimburse the costs incurred for this. dpa-PA shall be entitled to demand at least €100.00 per image as compensation in such a case, without proving costs incurred, unless the customer proves lesser damage.
5. Should any lost visual material later be found, dpa-PA shall be entitled to recover this visual material. In the event that the images are recovered, compensation shall be paid, minus any accumulated blocking charges.
6. On payment of compensation or a contractual penalty, the customer shall acquire neither the ownership nor rights of use of the visual material.

F. Liability of dpa-PA

1. The customer's warranty rights against dpa-PA are restricted to the contractor's right to be given the opportunity to remedy defects. Should it not be possible to remedy the defects or should attempts to do this be unsuccessful, the customer is entitled to withdraw from the contract. Further warranty claims shall be excluded herewith.

2. The liability of dpa-PA for compensation is restricted or excluded as follows, in so far as it is at fault: dpa-PA shall not be liable in the event of normal negligence by its management bodies, legal representatives, employees and other vicarious agents, and in the case of gross negligence by its non-executive employees or vicarious agents, unless essential contractual obligations are breached. Liability for a grossly negligent breach of essential contractual obligations in respect of vicarious agents, unless they are executive employees, and with regard to the breach of essential contractual obligations without gross negligence is however restricted to compensation of typically foreseeable damage, though not exceeding €50,000.00. The aforementioned liability exclusions and liability restrictions shall not apply to the negligent violation of life, body, and health, or in so far as liability applies in the case of material damage to privately used items, or for personal damage even in the absence of negligence according to german product liability law. Any undertakings given to third parties, which have their basis in this contract, may not be given without the consent of dpa-PA. Furthermore, the contracting party shall undertake to participate actively in reducing damage.
3. dpa-PA shall not be liable in the event of errors or malfunctions in the service operation and delivery difficulties resulting from industrial disputes, or in cases of force majeure. In the event of malfunctions in the service operation or errors in the service operation for other reasons, dpa-PA shall be liable according to the ruling in No. 2.

G. Final provisions

1. Should one or more of the aforementioned provisions be or become ineffective, the validity of the remaining provisions shall not be affected.
2. The place of performance and place of jurisdiction for all claims arising from this contract shall be Hamburg (Germany), in so far as the customer is a trader, or has no general place of jurisdiction within the country.
3. The law of the Federal Republic of Germany shall apply to all legal disputes between dpa-PA and the customer as agreed, with the exclusion of the UN CISG.