

Terms and Conditions

PAGE SEVEN IMAGES

1. General

Page Seven Media Services GmbH is a service company specializing in photo communication. Through its own proprietary stock photo agency "Page Seven Images" the company sells and distributes different usage rights (licenses) for photographic and graphic works and video clips (hereinafter referred to as "material") following a single-licensing scheme (Rights Managed; short: RM material).

2. Usage of material

2.1 The material is made available to customers of Page Seven Images in electronic form (i-picturemaxx, download via website, and/or delivery via email, FTP push service...) and is provided in principle for editorial use only. Any other usage, especially any form of promotional use, requires a separate written agreement.

2.2 Distribution of the material to third parties, be it free of charge or against payment, as well as its storage are prohibited. Any exceptions to this rule require a separate written agreement.

2.3 Any alteration, editing, or imitation of the images made available for use is prohibited and requires prior written permission.

3. Image fees and invoicing

3.1 Any usage of the RM material provided by Page Seven Images is subject to payment of a fee. The amount of the fee depends on the intended use and needs to be determined in advance. (Fees are calculated in accordance with the current rates recommended by the Mittelstandsgemeinschaft Foto-Marketing, MFM.) Any further use is subject to an additional fee and requires prior written agreement.

3.2 For the calculation of fees the customer must advise Page Seven Images on what image material was used in which medium, location, format, scope (e.g. circulation) and area of distribution, stating the corresponding Page Seven Images image number and the correct image source. The customer is furthermore obliged to send, without prior request, an adequate and reasonable proof of usage to Page Seven Images (e.g. specimen copies of print media, PDF, links to websites, etc.).

3.3 Special provision for PR material

The one-time, non-exclusive, editorial usage of PR material provided by Page Seven Images is in general free of charge, as long as the terms of use and restrictions contained in the IPTC data (e.g. in the field "Besondere Hinweise/Special Instructions") are followed.

4. Intellectual property and personal rights

4.1 Page Seven Images declares to own all contractually necessary rights of usage and exploitation.

4.2 Materials that are subject to approval (i.e. materials that require approval by the person depicted) are marked accordingly within the IPTC data (e.g. in the field "Besondere Hinweise/Special Instructions"). Any use of these pictures without prior consultation with Page Seven Images or without prior release through Page Seven Images will without exception make the customer liable for damages.

4.3 Unless otherwise agreed with Page Seven Images, the customer is solely responsible for obtaining the approval of depicted persons, the approval of holders of rights to depicted works of art or buildings, as well as the approval of the holders of trademark and any other related rights. The customer is obligated to completely indemnify Page Seven Images in this respect.

5. Rights and obligations of the customer

5.1 Unless otherwise agreed, the customer acquires the one-time, non-exclusive, non-transferable right, limited in space and time, for editorial usage.

5.2 The customer is not permitted to fully or partially transfer the usage rights granted to third parties, including group or subsidiary companies or other media within the same corporate group, unless this has been explicitly agreed on in advance.

5.3 The customer is entitled to use the material in accordance with the terms of use as agreed on with Page Seven Images. In case of violation of these terms of use Page Seven Images will charge the customer a contract penalty of no less than EUR 2,500.00 per violation.

5.4 The customer must attach the copyright and agency notes (photo credits) of the material in clearly visible and unmistakable form. The following labeling is customary: "name of photographer/pagesevenimages.com".
In case of omission or incorrect credits Page Seven Images will add a surcharge of 100% to the previously agreed usage fee.

5.5 The customer must use the original version of the material. The only exception to this are minor adjustments to fit the respective layout of the medium (e.g. newspaper format); under no circumstances is it permitted to alter the material in a way that changes its content or meaning. To obtain the approval for photomontages the customer must make a corresponding special request to Page Seven Images.

5.6 Any promotional use of the material provided requires a separate written agreement with Page Seven Images. In case the customer fails to obtain such an agreement with Page Seven Images, the customer will be held liable for damage claims from third-party copyright holders (e.g. depicted persons, buildings, works of art, and/or brands) as well as for damage claims from the author (photographer) or Page Seven Images.

6. Liability

6.1 Page Seven Images shall only be liable for damages that it caused deliberately or through gross negligence by failing to take the necessary protective measures or by non-compliance with regulatory or legal regulations.

In case of any claims by third parties the customer will indemnify and hold Page Seven Images harmless if these claims are based on actions and/or omissions that lie in the responsibility of the customer.

6.2 If the Page Seven Images customer fails to comply with a written request for deletion of the provided material, the customer must hold Page Seven Images harmless from any claims by the author of the material.

6.3 Page Seven Images is in no way liable for any content-related marking of the provided material.

7. Other

7.1 All offers are non-binding and without obligation.

7.2 The current version of our Terms and Conditions applies at all times. The current version is available under www.pagesevenimages.com.

8. Applicable law, place of fulfillment, and place of jurisdiction

The place of jurisdiction for all disputes arising from a contractual relationship is the Commercial Court of Vienna (under local district jurisdiction: District Court for Commercial Matters in Vienna). All legal relations between the two cooperation partners shall be governed by Austrian laws.

Vienna, Austria, 1st September, 2011