

License Agreement of RC-Photo-Stock

Preliminary note

These license agreements shall help to promote trust between RC-Photo-Stock and its members, prevent abuse, ensure the highest possible quality and regulate the licensing of image, video and graphic material.

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I. General Remarks

In the present agreement is regulated, under which conditions the members of RC-Photo-Stock may use the offered picture, video and graphic material. In addition to this license agreement the terms and conditions & terms of use of RC-Photo-Stock apply.

II. Licenses

1. General

RC-Photo-Stock offers nine types of licenses:

- Free / Standard License
- Extended License
- No Photo - Credit License
- Relicensing (subsequent licensing)
- Political License
- Market buy-out
- Editorial License
- Layout - Material

2. Standard License

The Standard License includes the non-exclusive and non-transferable right to use the image, video and graphic material for the types of use listed below, insofar as these do not constitute use within the meaning of clauses 3 to 11 of this license agreement:

2.1. Rightful Use

2.1.1. Advertisements and Promotion Projects

The use for all kinds of advertisements and promotion projects as well as print materials produced in connection with such projects, especially packages, catalogues, flyer, brochures, postcard, greeting cards, commercial spots, film and video exposures and other presentations is allowed hereunder.

2.1.2. Entertainment Materials

This includes all kinds of entertainment materials, such as books, book covers, CD covers, magazines, newspapers, press articles as well as broadcasting and acting performances.

2.1.3. Online or Electronic Publications

This contains all kinds of online or other electronic publications, especially on websites or in an intranet, on CD-ROM, for a newsletter, for e-books, electronic postcards or other multimedia presentations.

2.1.4. Print Media

This comprises all prints and posters as well as reprints for private use or for the purposes described under 2.1.1., yet not for sale or any other licensing.

2.1.5. Stipulated Uses

Upon request of a member RC-Photo-Stock may give written permission for further uses.

2.2. Limitation in Time

The right of use acquired by the member is unlimited in time.

2.3. Transfer of Right of Use

The transfer of the right of use by a member to one single party is only allowed if the transfer takes place within a project for a customer, for instance in a publicity agency. It is not allowed to use the material for more than one customer. In this case the member must acquire a license for each customer. This holds true as well for modified images, videos and graphic or copies.

2.4. Editing of image- , video- and graphic material

The member has the right to reproduce, modify and edit the image- , video- and graphic material for his own non-commercial purposes. It is also allowed to make a backup copy for record and storage.

2.5. Social Media

If the licensed image- , video- and graphic material is used on Social Media platforms or on other third party websites in a way contrary to the present license agreement (e.g. assumption of unlimited rights of use by the Social Media platform or website), this license agreement turns invalid automatically. The member concerned is then obliged on demand by RC-Photo-Stock to remove the respective image- , video- and graphic material from the Social Media platform of website.

2.6. Free Material

Certain explicitly marked image- , video- and graphic material can be used for free (without payment) under the conditions of the Standard License.

3. Extended License

The Extended License comprises the non-exclusive and non-transferrable right to use the image- , video- and graphic material in the following ways:

3.1 Rightful Use

3.1.1. Electronic Products for Resale

This includes the use of image- , video- and graphic material for the production, reproduction and sale of commercial online and offline design templates, especially templates for websites, flash animations or other presentations, templates for electronic postcards, electronic greeting cards, business cards as well as for flyers and brochures. Moreover are included in the Extended License other electronic products such as computer games, screensaver or other applications.

3.1.2. Other Products for Resale

This contains the use of image- , video- and graphic material for the production, reproduction and sale of other products, especially posters, postcards, greeting cards, calendars, stationary supplies, stickers, tableware, toys, clothing, sports goods as well as other merchandise.

3.1.3. Press Release

This comprises the use of image-, video- and graphic materials in connection with press releases. The member is allowed hereunder to freely provide image-, video- and graphic material to editorial departments regarding news reporting on the member or the member's products. The image-, video- and graphic material provided must be annotated with the remark that the publication is only allowed in connection with the respective press release.

3.1.4. Stipulated Uses

Upon request of a member RC-Photo-Stock may give written permission for further uses.

3.2. Multi-User License

The member is allowed to store the image-, video- and graphic material in a database, a network or an intranet in order to enable its employees, partners and customers to use the image-, video- and graphic material given that the number of users does not exceed ten. In case the image-, video- and graphic material shall be used by more than ten persons, the member must previously acquire the necessary number of licenses.

3.3. Limitation in Time

The right of use acquired by the member is unlimited in time.

3.4. Transfer of Right of Use

The transfer or resale of the right of use by a member to one single party is only allowed if the transfer takes place within a project for a customer, for instance in a publicity agency. It is not allowed to use the material for more than one customer. In this case the member must acquire a license for each customer. This holds true as well for modified images, videos and graphic or copies.

3.5. Editing of image-, video- and graphic material

The member has the right to reproduce, modify and edit the image-, video- and graphic material for his own not primarily commercial purposes. It is also allowed to make a backup copy for record and storage.

3.6. Miscellaneous

For every single use described afore one Extended License must be acquired.

3.7. Social Media

If the licensed image-, video- and graphic material is used on Social Media platforms or on other third party websites in a way contrary to the present license agreement (e.g. assumption of unlimited rights of use by the Social Media platform or website), this license agreement turns invalid automatically. The member concerned is then obliged on demand by RC-Photo-Stock to remove the respective image-, video- and graphic material from the Social Media platform or website.

4. No Photo Credit License

A No Photo-Credit license includes the right to use the image, video and graphic material for the types of use listed in clauses 2 and 3 to the extent specified therein under the following additional conditions:

4.1. In the context of publication and use in media, the image, video and graphic material may be used without image credit. However, the copyright-protected IPTC metadata in the IPTC field for the source reference must be retained.

5. Relicensing (subsequent licensing)

With the subsequent licensing, we give persons who have used our works without the necessary rights of use the opportunity to avoid a legal dispute about their obligation to cease and desist and to claim damages in court.

The sublicensing includes the non-exclusive and non-transferable right to use the image, video and graphic material for the types of use listed in sections 2 and 3, publication in press releases, and sublicensing to social media platforms or incorporation into a logo.

If a customer carries out a subsequent licensing, RC-Photo-Stock commits itself not to assert legal steps because of possible copyright violations of the customer regarding the concrete work which was subsequently licensed.

6. Political/social license

The Political/Commercial License includes the non-exclusive and non-transferable right to use the image, video and graphic material for the types of use listed in Items 2 and 3 to the extent specified therein and subject to the following additional conditions:

6.1. The works may be used for religious and political purposes and for electoral and party advertising beyond the types of use mentioned in clauses 2 and 3. Furthermore, use for eroticism, drugs, tobacco, alcohol, illness, crime, pharmaceutical products, psychotropic drugs, food supplements or in a sexual context is expressly permitted to the extent permitted by law.

6.2. Contrary to clause 3, the naming of copyright as a picture credits is to be expressly waived. It is expressly prohibited.

6.3. RC-Photo-Stock dissociates itself from any use and political (right-wing and left-wing radicals) statements that the customer with the image material active.

7. Market Buy-Out License

A market buy-out of a specific work includes the exclusive and transferable right to use the image, video and graphic material for all known and as yet unknown types of use under the following conditions:

7.1. Removal from other image agencies/portals

The work will be removed by us within 5 -10 days from all picture agencies/portals we supply and will not be offered for purchase to third parties via RC-Photo-Stock from the time of purchase.

7.2. Definition of exclusivity: No rights against older third party rights of use

The granting of the Market Buy-Out license does not enable the customer to take copyright action against third parties who are holders of a right of use granted prior to the time of purchase with regard to the specific work (e.g. by earlier purchase from us or another picture agency).

8. Editorial License

8.1. Scope of the Right of Use

The Editorial License comprises the non-exclusive and non-transferrable right to use the image-, video- and graphic material for editorial purposes. This includes the use of the image-, video- and graphic material in connection with events, which have to be considered of public interest or worth reporting. It is not allowed to use the image-, video- and graphic material for commercial purposes of any kind. This holds especially true since the image-, video- and graphic material licensed under the Editorial License may contain trademarks, product names or may picture locations or persons for which no releases or permission exist. It is allowed to use the image-, video- and graphic material in newspapers, magazines, blogs and for non-commercial uses of any kind in connection with events worth reporting.

For the use of image-, video- and graphic material under the Editorial License in particular applies the following:

The use of image-, video- and graphic material is allowed for:

- Articles and reports in newspapers, magazines, blogs or on websites
- News broadcasts
- Presentations
- Schoolbooks and non-fictional books
- Educational materials
- Illustration of theses, dissertations or similar works

The use of image-, video- and graphic material is not allowed for:

- Materials for advertisement or promotion of any kind
- Advertisements and other promotion purposes of any kind, for instance in advertising supplements or commercial brochures sponsored by third parties
- Product packages and TV-commercials
- Any other commercial purposes

The image-, video- and graphic material used under the Editorial License may not be edited, alienated or used for photomontages. In particular it is not allowed to make reproductions, duplications, dupe-negatives or blow-ups. Further it is not allowed to store the image-, video- and graphic material for archiving purposes and to pass it on to third parties. It is however allowed to make adaptations and customisations as well as modifications of the technical quality of the image-, video- and graphic material as long as the respective image, video or graphic remains unchanged.

8.2. Social Media

If the licensed image-, video- and graphic material is used on Social Media platforms or on other third party websites in a way contrary to the present license agreement (e.g. assumption of unlimited rights of use by the Social Media platform or website), this license agreement turns invalid automatically. The member concerned is then obliged on demand by RC-Photo-Stock to remove the respective image-, video- and graphic material from the Social Media platform of website.

9. Layout Material

9.1. In view of the purchase of image-, video- and graphic material the member is allowed to freely use Layout Material for drafts and sketches or other similar presentations. The Layout Material yet may not be used for the production of end products of any kind.

9.2. It is not allowed to use Layout Material on websites of third parties, on unprotected servers, in an intranet, on CD or DVD or any other storage medium. In case of infringement of this provision an adequate penalty up to 12.000,- \$ is due, independently of other possible damage claims.

III. Source reference or Credit

With reference to Section 13 UrhG (German law), the copyright notice (or photo credit) must be attached to each use of the image, video and graphic material so that the license material can be allocated without doubt. The deposit in close proximity in a picture credits directory or in the imprint is only sufficient in this sense, if a doubtless assignment of the license material can be guaranteed.

This provision shall also apply, among other things, to advertising, insertions in TV programs and films or other media formats, unless an express, written special agreement has been made that provides for a different provision here.

Therefore, for websites as well as used in editorial or journalistic context, the following copyright notice is mandatory:

„Image: Photographersname - rcphotostock.com“

or

„Image: rcphotostock.com“

or

„Video: Photographersname - rcphotostock.com“

or

„Video: rcphotostock.com“

With reference to § 13 UrhG and § 95c UrhG (German law), the copyright-protected IPTC-metadata in the IPTC field for the source information implemented in the JPEG, EPS, MOV, PDF-File with the reference „Creator, Credit and Copyright“, e.g. „Agency name/name of the provider – rcphotostock.com“ must be ensured for all uses and their preservation guaranteed. The IPTC-metadata may not be deleted, altered or replaced with your own.

The removal of the copyright notice on the stock medium itself or in the IPTC-metadata against a separate fee payment is not possible.

IV. Verification of Rightful Acquisition

Upon request of RC-Photo-Stock the member has to prove the rightful acquisition of the rights of use of the respective image-, video- and graphic material (e.g. invoice etc.).

V. Copyright

All image, video and graphic material is protected by copyright. Electronically transmitted or delivered image, video and graphic material remains the property of RC-Photo-Stock or its licensors and is provided and sold exclusively for the acquisition of rights of use within the meaning of copyright to the member.

The acquisition of one or more licenses for the use of the image, video and graphic material does not entail any transfer of ownership and/or copyrights to the Member.

VI. Prohibited Uses

1. Uses, which may degrade persons pictured on the image- , video- and graphic material as well as uses in pornographic, defamatory, slanderous, racist, criminal, offensive and generally law infringing contexts are prohibited.
2. The image- , video- and graphic material may not be used for any unlawful acts.
3. The image- , video- and graphic material may not be used for trademarks, aesthetic models, corporate brands or as part of such.
4. The image, video and graphic material may not be sublicensed to third parties, this applies in particular to social media networks that require this in their terms of use. For this form of use, a separate license must be purchased that allows this.
5. Copyright notices associated with and implemented in the image, video and graphic material via IPTC-Metadat may not be altered, deleted or misrepresented.

VII. Royalties

1. The license fees published by RC-Photo-Stock on the page Sizes and Licenses apply. The license fees are always gross amounts including VAT at the statutory rate. The VAT is shown in the invoice and is visible in the shopping cart.
2. The payment is due immediately after conclusion of contract and can be paid via PayPal or in advance via bank transfer. Payment via invoice and last name is not possible.
3. Payment are considered to be made when the invoiced amount is accredited on the bank account or the PayPal account RC-Photo-Stock.
4. Should the invoiced amount not be accredited on the bank account of RC-Photo-Stock within in seven days, RC-Photo-Stock has the right to cancel the contract.
5. The product sold remains property of RC-Photo-Stock until the invoiced amount is paid completely.
6. There is no reimbursement of the royalties paid in case the member does not publish or make use of the acquired image- , video- and graphic material.

7. In case the member has purchased credits the due royalties are set off against the credit account of the member.

8. In case the member buys by subscription the due royalties are settled within the respective subscription contract.

9. In case the member has agreed exclusive rights or blocking periods separately, at least a surcharge of 100% of the respective basic fee will be charged according to the MFM - List (German fee recommendations of the Middle class community Phot- and Marketing). The fee for the use of stock media subject to licensing depends on the medium, type, scope, language area and duration of use according to the current price list of RC-Photo-Stock.

VIII. Transfer of the Right of Use

The right of use will at latest be transferred when the complete invoiced amount is accredited on the bank account of RC-Photo-Stock.

IX. Prosecution of violations of the law

4.1. RC-Photo-Stock has a legitimate interest in ensuring that neither the Licensees nor third parties use the image, video and graphic material in violation of the rights of use granted or even without acquiring rights of use. RC-Photo-Stock is therefore authorized to pursue copyright and ancillary copyright infringements of the image, video and graphic material in its own name and to assert the relevant rights and claims.

4.2. In the event of a violation of these license terms, RC-Photo-Stock is entitled to instruct the licensee and infringer to cease the violation. This instruction must be complied with immediately.

4.3. Licensee agrees to pay a re-licensing fee of **350.00 €* for each case of culpable use of a stock medium provided by RC-Photo-Stock in violation of the license. The assertion of further and more extensive claims on the part of RC-Photo-Stock shall not be affected by the re-licensing. In the event that RC-Photo-Stock asserts a claim for damages, the re-licensing fee shall be credited against the damages.**

X. Termination

RC-Photo-Stock has the right to cancel the license agreement any time on solid ground. A solid ground is especially given if the member infringes the conditions of this license agreement defined under II.. In case of cancellation the member is obliged to cease the use of the image- , video- and graphic material immediately and delete it completely. If not RC-Photo-Stock reserves all legal measures.

XI. Liability

1. It is the responsibility of the member to safeguard that all necessary permissions for the respective use of the image- , video- and graphic material are granted. This holds true especially for images of persons, artworks or architecture and not publicly accessible places as well as images which picture names, firms, trademarks, aesthetic models, copyright protected works or other intellectual property rights of third parties.

2. The Right of use is transferred without model release, if the existence of a model release regarding image- , video- and graphic material is not explicitly indicated on the website. It is the member`s

responsibility to gather all necessary releases for the intended use. RC-Photo-Stock is however ready within the limits of its possibilities and on payment of a general fee to help the member to obtain the necessary releases.

3. The Right of use is transferred without property release, if the existence of a property release regarding image-, video- and graphic material is not explicitly indicated on the website. It is the member`s responsibility to gather all necessary releases for the intended use. RC-Photo-Stock is however ready within the limits of its possibilities and on payment of a general fee to help the member to obtain the necessary releases.

4. RC-Photo-Stock holds no permissions or releases of the producers of protected products (e.g. cars, airplanes, packages etc.). Permissions and releases yet may be obtained from the right holders case by case. It is the responsibility of the member to ascertain if in the given context a permission or release of the right holder is necessary.

5. RC-Photo-Stock is not in any way obliged to cooperate or responsible for the grant of a permission or release.

6. The liability of RC-Photo-Stock and the persons employed in performing obligations of RC-Photo-Stock is limited to breaches of contractual duty with intent or gross negligence. This is however not the case for damages of life, body and health as well as claims based on the infringement of rights, which are vital to the customer according to the purpose of the contract and/or breaches of duties whose compliance shall enable the proper execution of the contract and on whose compliance the contacting party regularly relies and may rely (cardinal duties). The liability for the infringement of cardinal duties is limited to foreseeable and typical damages.

XII. Final Provisions

1. The exclusive jurisdiction is Greven, Germany, for members who are traders, corporate bodies under public law or special funds under public law.

2. The law of the Federal Republic of Germany is applicable. U.N. sale of goods law is excluded.

3. The invalidity of one provision of this license agreement has no influence on the validity of the other provisions. The invalid provision shall be replaced by a provision, which comes the closest to the parties` economic intent.

Germany, Greven, 27.02.2024