

Terms and conditions of use of RC-Photo-Stock

Preliminary note

These general terms and conditions of use shall foster trust among RC-Photo-Stock and its members. They shall prevent abusive conduct and safeguard highest quality.

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I. Scope of Application

The following general terms and conditions of use (hereinafter terms & conditions) apply for all websites available under <https://rcphotostock.com/>. The supplier of these websites is the firm R. Classen - Photographie, Rafael Classen, c/o Postflex #5651, Emsdettener street. 10, 48268 Greven (hereinafter RC-Photo-Stock). The terms & conditions establish the general conditions under which the services offered by RC-Photo-Stock can be utilised by the members. By registering the member agrees with these terms & conditions and confirms, that it has read and understood them. Only the present general terms & conditions apply for all registered members of RC-Photo-Stock, notwithstanding the use of or the access to the websites of RC-Photo-Stock takes place from outside the Federal Republic of Germany. Deviating and/or opposing terms & conditions come into force only with explicit and written consent of RC-Photo-Stock.

II. Object of Contract

RC-Photo-Stock offers the transfer of rights of use of image, video and graphic material in return of payment over the Internet. By acquiring [licences](#) the rights of use are transferred.

III. Registration, Order and Conclusion of Contract, Reverse Transaction

1. Registration

a) In order to make use of the offers of RC-Photo-Stock one must register as a member. After successful registration members have free access to the online archive of RC-Photo-Stock as regulated by these terms & conditions.

b) The registration and the opening of an account is free. After having sent the registration form members receive a link via email for activation. By activating the account the member can utilise the full range of offers by RC-Photo-Stock, especially buy a [subscription](#) or [credits](#) for downloading images, videos and graphics and acquiring respective rights of use.

c) The passing on of the access data, especially email-address and password, to third persons is not allowed. The member is responsible for the maintenance of confidentiality and safety of its account. The member is obliged to notify RC-Photo-Stock immediately of any safety problems with respect to its account. The member is liable for any abuse of its account and any abuse that occurs because of the passing on of its account access data. This is regularly the case if the member has violated its duty of care.

d) By registering the member confirms that it has completed its 18th year. Minors and children (persons under 18 years) are not allowed to use the website without supervision. Minors and children should read these terms & conditions together with their parents of legal guardians and safeguard that they have understood these terms & conditions.

2. Order and Conclusion of Contract, Download

Order, conclusion of contract and download of the respective file(s) take place exclusively over the Internet.

a) Procedure of order and conclusion of contract

- The member chooses one or more images, videos or graphics. By clicking on the button "in the basket" with the mouse the member puts the chosen objects in the basket.
- By clicking on the basket the member gets an overview of the item in the basket, especially the file format, the size of the image, the type of licence, the resolution, the price and the value added tax (VAT).
- In the basket the member can modify or cancel its order any time, redeem vouchers, buy credits and choose the form of payment.
- By clicking on the button "**continue order**" a new page opens and the member can check, modify or cancel its order finally.
- After having chosen the form of payment the members must confirm that it has taken notice of the terms & conditions and the [licences agreement](#) and accepts both by clicking on the empty square and marking it with a hook.
- By clicking on the button "**buy**" a contract with the respective content is concluded.

b) Download

Right after successful conclusion of contract the member can download the material it has purchased. It depends on the form of [payment](#) when the download can be conducted. The purchased image, video and graphic material is available for download in the member's account at maximum for seven

days from the moment of making available on. The member can download the material three times. Upon request more downloads may be permitted.

3. Reverse Transaction

A legal cancellation right following § 312d Abs. 4 Nr. 1 BGB does not exist for distance contracts on products, which because of their nature are not convenient for return. This applies in the case of the image, video and graphic material offered for download by RC-Photo-Stock. However, as long as a member has not downloaded a purchased and activated file, it is possible to back away for the purchase. The purchase price will be reimbursed if the payment is not made with credits. A reverse transaction is also possible if the downloaded file is deficient or of unacceptable quality. In such cases RC-Photo-Stock is to be notified by [email](#).

IV. Options of Payment

The member has various options of payment on <https://rcphotostock.com/>.

1. PayPal

Members can pay comfortably with PayPal, using credit card or bank account.

2. Advance Payment

Having chosen advance payment immediately after the completion of order and the conclusion of contract the member receives together with a confirmation email an invoice and the bank connection of RC-Photo-Stock and can transfer the amount invoiced. After receipt of payment RC-Photo-Stock will promptly activate the purchased files for download.

3. [Credits](#)

The member can purchase credits, a digital currency on RC-Photo-Stock websites, in order to make payments. Credits can be purchased in packages and are loaded on the account of the member. If Credits are used to make payments, the respective number of credits is subtracted from the account. Credits have no expiry date and are valid from the date of purchase. A disbursement or exchange of credits or a credit package in a regular currency is not possible.

4. [Subscription](#)

The member can also buy by subscription. Depending on the respective subscription contract the member can download a certain number of image and graphic files within a certain period of time for a fixed price. A subscription contract ends with the expiry of the duration agreed on. Both parties have the right to cancel the subscription contract any time on solid ground.

V. Duration and Termination of Membership

1. The present free contract of use of the websites of RC-Photo-Stock between the member and <https://rcphotostock.com/> has no limitation in time.

2. The member and RC-Photo-Stock however may at any time without giving reasons terminate the membership and cancel this contract with the consequence that the account and all data of the member is deleted. The cancelation is to be made by [email](#). The termination of membership has no influence on a rightfully acquired licence.

VI. Limitation of Liability

1. RC-Photo-Stock assumes no liability for any approval in connection with the use of then image, video and graphic materials that may be required. This limitation of liability includes especially images of persons, artworks or architecture as well as images that may picture and/or concern the names, trademarks, firms, aesthetic models or any intellectual property rights of third parties. The member alone is responsible for obtaining the necessary approvals for the respective use of the image, video and graphic materials.
2. RC-Photo-Stock assumes no liability for the availability of the information and contents on the websites accessible under <https://rcphotostock.com/>. Moreover RC-Photo-Stock is not liable for any disturbances lying outside of his area of responsibility. RC-Photo-Stock is not liable for damages caused by force majeure.
3. The liability of RC-Photo-Stock and the persons employed in performing an obligation of RC-Photo-Stock is limited to contractual breaches of 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.

VII. Access

Members have no entitlement to permanent availability of the RC-Photo-Stock archive. RC-Photo-Stock is free to shut down its servers any time permanently or from time to time as well as to modify, amend or delete the contents stored there.

VIII. Database and Copyright

The contents available on RC-Photo-Stock as a whole are a copyright protected database. It is prohibited to adapt or edit partly or in total this database without consent of RC-Photo-Stock. Besides, the contents available on the websites of RC-Photo-Stock are protected by copyright. Copyright holders are RC-Photo-Stock and/or his licensors.

IX. 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 these terms & conditions has no influence on the validity of the other provisions. The invalid provision shall be replace by a provision, which comes the closest to the parties economic intent.

Germany, Greven, 27.02.2024