

## Licence Agreement for Image and Press Material

By loading the press and image material made available via the homepage, you agree to the following provisions:

### 1. Subject Matter of the Agreement

This agreement applies to the image material made available to the licensee by the licensor. The image material shall be made available to the licensee for download on [bab-technologie.com](https://bab-technologie.com). The photographic material may be used for editorial and advertising purposes in accordance with the following provisions.

### 2. Rights of Use

(1) The Licensor grants the Licensee the simple (i.e. non-exclusive), non-transferable and non-sublicensable right, unlimited in terms of time, space and content, to use the photographic material in accordance with this Agreement.

- Simple right of use: the photographic material may also be used by other licensees.
- Temporary: For the use of the photographic material made available from 01.01.2021, the time limit shall apply until 30.12.2023. After 01.01.2024, this photographic material may no longer be published online or reprinted.
- Locally unrestricted: The visual material may be used in any geographical area.
- Unlimited in content: the visual material may be used in an unlimited number of projects and editions.
- Scope of use: the right of use granted to you includes the right to reproduce, distribute and make available to the public
- Media: You may use the visual material in all online (e.g. website, social media platforms) and offline media (e.g. print media).

(3) The licensee is not permitted to

- a) edit the visual material to the extent that this goes beyond technically necessary adjustments
- b) to transfer the rights of use to the Image Material to third parties or to grant sublicenses to third parties for the use of the Image Material.

(4) Use of the visual material for illegal purposes such as pornography, defamation, racist and other discriminatory statements is prohibited.

(5) The Licensee is obliged to retain all information and metadata embedded in the electronic file of the Image Material and to take appropriate security measures to protect the content from unauthorized use by third parties.

(6) The reference to BAB TECHNOLOGIE must be retained in any use of the visual material.

(7) All rights not expressly granted to the Licensee under this Agreement shall expressly remain with the Licensor.

(8) Any use of the photographic material in contravention of these terms and conditions constitutes a copyright infringement entitling the Licensor to exercise its rights and remedies under the Copyright Act.

### **3. Indication of the Author**

In the case of editorial, advertising and sales use of the image material, the licensee is obliged to name the copyright holder in the immediate vicinity of the image material used, as indicated in the image download. If no copyright holder is named in the aforementioned area, the reference must read as follows: "Source: BAB TECHNOLOGIE - Image material as of 2021." Any exception requires the written confirmation of the licensor.

### **4 End of the Right of Use**

(1) The right to use the photographic material shall expire if the Licensee violates any provisions of this Agreement. In this case, the Licensee shall immediately cease to use the photographic material and delete or destroy all copies. If the Licensee has downloaded the visual material for a customer, the Licensee shall be obliged to ensure that his customer also performs the corresponding actions.

(2) The Licensor shall be entitled to revoke the right to use the visual material, in particular if third parties assert claims against the Licensee due to an infringement of rights by the use of the visual material. The Licensor shall inform the Licensee of the revocation of the right of use. Paragraph 1 shall then apply accordingly.

(3) The Licensee shall not be entitled to any claims for damages in the event of revocation. Paragraph 6 shall apply accordingly.

### **5 Liability**

(1) The Licensor shall not be liable for loss of profit, loss of data or other financial losses incurred in connection with the use of the photographic material. This limitation of liability shall apply to all claims for damages by the Licensee, irrespective of the legal grounds on which they are based. This limitation of liability shall not apply to damages caused by intent or gross negligence on the part of the Licensor or its vicarious agents or other persons employed by the Licensor.

(2) Furthermore, the exclusion of liability shall not apply to damages resulting from injury to life, limb or health or to guarantees assumed by the Licensor (warranty liability).

(3) Also unaffected by the exclusion of liability are claims of the Licensee under the statutory provisions on product liability and liability for damages resulting from at least a negligent breach of material contractual obligations (cardinal obligations). Material contractual obligations are obligations whose breach jeopardizes the achievement of the purpose of the contract and on whose fulfillment the contractual partner may therefore regularly rely.

## **6 Applicable law and place of jurisdiction**

(1) These Terms of Use shall be governed by the laws of the Federal Republic of Germany to the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall not affect the application of those provisions of the state in which the consumer has his habitual residence which cannot be deviated from by agreement under the law of that state.

(2) The place of jurisdiction shall be the court responsible for the Licensor's registered office. This shall not apply if the Licensee is not a merchant, a legal entity under public law or a special fund under public law or if the Licensee has no general place of jurisdiction in the Federal Republic of Germany.