

General Terms and Conditions (GTC) of the mauritius images GmbH

Contents

- A. General information**
- B. Rights of use (licences)**
- C. Guarantee; liability**
- D. Royalties**
- E. Website and image database**
- F. Final provisions**

A. General Information

1. Validity; Introduction

The following General Terms and Conditions (hereinafter "GTC") constitute a legal agreement between you (user/licensee) and

mauritius images GmbH, Mühlenweg 18, 82481 Mittenwald

Email: info@mauritius-images.com, website: www.mauritius-images.com, telephone: +49 8823 42-0, hereinafter "mauritius images".

These GTC apply to all offers, services, electronic transmissions and rights granted with respect to using photographs, illustrations and other works (hereinafter "images or licenced material") by mauritius images.

Please read the following GTC carefully before using the website and/or downloading images. If you do not agree to the following provisions, please do not use the website or download images.

If you are concluding this agreement as user/licensee on behalf of a third party, for instance for your employer or a client, these GTC shall also apply to every authorised third party.

All images on the website of mauritius images are protected by copyright and mauritius images or its contributors is the holder of such rights.

2. Data Privacy

As user/licensee, you agree that those of your personal data, which are related to the business relation with mauritius images and made accessible in the context of such business relation, shall be electronically stored by mauritius images, processed by means of EDP technology and used for informational purposes. You can find more detailed information regarding our Privacy Policy at <https://www.mauritius-images.com/ /datenschutz-?LCID=1>.

3. Registration Requirements

You confirm agreeing to these GTC by registering on our website. If you register, you are obligated to register using your own data and provide all information fully and accurately. If a contractual relationship is established on behalf of a third party (licensee, employer, etc.), you are obligated to indicate such third party when registering (or in the event of multiple licensees, when the license is granted).

4. Right Of Modification

mauritius images shall have the right to modify these GTC, royalties and other requirements at any time and without giving prior notice, provided that such changes are reasonable for you as user/licensee, also taking the interests of mauritius images into account. The right of modification does not apply to essential provisions of the contractual relationship, particularly to the nature and extent of the stipulated mutual performances. Any further access to as well as the further use of the website after such modification shall be regarded as agreement to the modified GTC. It is your responsibility as user/licensee to keep yourself informed about the current status of these GTC and the current royalties. These GTC were last modified on 15. November 2018.

5. Deviating Terms And Conditions

Your deviating terms and conditions (as user/licensee) or any third party shall only apply if confirmed in writing by mauritius images. Your (as user/licensee) general terms and conditions of business and delivery, which may be referred to in order forms, delivery confirmations etc., are herewith explicitly objected to.

B. Usage Rights (Licenses)

1. General Provisions

1.1. Object Of Agreement

Unless otherwise stipulated, mauritius images grants you as user/licensee general, non-exclusive, non-transferable usage rights for the licenced material you selected, which cannot be sublicensed.

These GTC govern the license terms for the use of the royalty free photographic material (EULAs) of all of mauritius images' contributors. Insofar as the following provisions include clauses regarding royalty free licenced material, these apply to mauritius images' own material as well as to the material of all of mauritius images' contributors.

1.2. Licensing

Licensing shall be deemed authorised upon accepting these GTC and full payment of the royalties billed according to the invoice. Usage rights shall solely be deemed transferred prior to full payment of the royalties if mauritius images shall confirm approval for usage in advance.

1.3. Third Party Rights

Solely usage rights for the respective licenced material shall be transferred. The moral rights shall remain unaffected.

If licenced material depicting persons is marked with "model released" the respective model releases shall be available from mauritius images upon request. In this respect, the respective names of the persons shall be made unrecognisable to protect the privacy of the persons shown.

Images of publicly known persons can only be published indicating their names and only editorially. You as user/licensee have to respect possible contrary legitimate interests of the person(s) shown in accordance with 23 sec. 2 of the German Act on the Protection of the Copyright in Works of Art and Photographs (KUG).

If existence and/or validity of a release was not confirmed in writing by mauritius images you as a user/licensee shall indemnify mauritius images from all third-party claims resulting from the respective use of the licenced material. If you as a user/licensee were wrongly informed by mauritius images that there is a release or given approval to use the licence material based on a mistake, the extent of mauritius images' liability is solely limited to the amount billed and payed for the use of the respective licence material.

As a basic principle, a release or approval to use depicted names, trademarks, buildings, decorations and artistic designs shall not be included within the licence. In particular, this applies to the use of the licenced material in connection with advertising. As a user, it is your responsibility to obtain the permission or approval in this connection from the respective entitled party for the planned use.

1.4. Secondary Rights; Exclusive Rights

mauritius images expressly reserves the right to transfer secondary rights to copyright collecting societies.

Exclusive rights may only be granted by mauritius images subject to availability of such rights and subject to additional fees determined by mauritius images. No exclusivity will be granted or implied unless stated in writing in the specific terms of the RM license.

1.5. Copyright Notice; Credit

In accordance with § 13 of the German Copyright Law (UrhG), a credit and a copyright notice shall be attached to each image ensuring the unambiguous correlation. Collective credits and copyright notices only suffice if a correlation to the respective licence material is also possible without any doubt.

These GTC also explicitly apply to advertising, appearances in television programs and movies or other media if an express, written special agreement was not made.

1.6. Complimentary Copies

According to § 25 of the German Publishing Act (VerlagsG), a complete complimentary copy shall be made available to mauritius images free of charge for every publication in print.

1.7. Right of Cancellation/Withdrawal; Cancellation Fee

mauritius images can terminate licences granted without notice, provided that you as user/licensee

- *are in breach of these GTC and/or other contractual provisions;*
- *file for the initiation of insolvency proceedings; or*
- *if claims have already been made against you based on the respective usage for reasons of copyright infringement.*

In this case, you as user/licensee have to immediately refrain from using the licenced material and destroy all electronic duplicated copies.

In the event that the intended publication or any other usage does not take place and written notice of withdrawal is given within a period of 30 days upon downloading the licence material, mauritius images can, at its own discretion, cancel the licence accordingly and issue a credit note. The cancellation fee due in this case amounts to 50% of the royalties.

2. General Restrictions And Restrictions Of Use

2.1. German Press Code

As user/licensee, you are obligated to observe the journalistic principles of the German Press Council (Press Code) and bear full responsibility for the captioning.

2.2. Distortion, Modifications, etc.

Inappropriate usage and falsifications/modifications of images and text as well as usage, which could lead to a humiliation of the persons shown or create a pornographic, defamatory, slanderous or any other form of illegal or immoral context (among other things, these include a usage in connection with drug abuse, physical or mental cruelties, alcohol, tobacco, aids, cancer or other severe physical or mental disabilities), are prohibited. You as user/licensee shall be liable for any damages caused. Furthermore, you shall indemnify mauritius images from any claims made by persons injured and/or other third parties.

mauritius images does not assume any liability for a violation of general personal rights of persons shown or the copyright of the authors of the licenced material caused by distorting usage and/or text or any usage contrary to these GTC and/or any licence agreement. If such rights are violated, you as a user are fully liable for damages towards any third parties and also obligated to indemnify mauritius images from such claims.

The digital watermarks of a file as well as all other markings, characteristics or elements of the file or its view shall not be manipulated, made unrecognisable or removed. You as user/licensee have to make sure that all licenced material provided to you shall only be used in connection with the copyright symbol, the credit "mauritius images" and the mauritius images image number as part of the electronic file name.

2.3. Unauthorised Duplication And/Or Transfer

You are not permitted to transfer the licenced material or transfer any usage rights to third parties. Moreover, duplications, reproductions and magnifications for archiving purposes and/or transferring of the same to third parties is strictly prohibited. Exceptions shall be governed in the following part B. 4 of these GTC and require written consent from mauritius images.

2.4. Individual Usage Types: Social Media Networks etc.

Without explicit and written consent from mauritius images you as user/licensee are in particular not permitted:

- to license, transfer and/or resell any rights granted to third parties or integrate licenced material into an electronic template, which is intended to be used by third parties in electronic media or printed matter, for example but limited to design templates for websites, presentation templates, electronic greeting cards or business cards;
- to use the licence material as part of a service trademark, a feature or a logo or by means of precise use, infringe on brand names, service trademarks or trademarks of others;
- to market or make the licenced material accessible in a downloadable format or enable sales via mobile phones;
- to store licence material on a server in your and/or any third-party image database or similar set-ups;
- to enable more than ten (10) persons (employees and/or customers) in total to preview or access to the licensed material; even at different times. If the image material is to be made available to more than ten (10) users you shall purchase a multi-user and/or database licence from mauritius images;
- to collectively use the licenced material, copy it or make it accessible to third parties;
- to set up a network of servers with or without a central location, which enables access by third parties;
- to sell, license or distribute any products manufactured using the licence material in any form;
- to grant any third-party access to or the selection of images as individual files;
- to publish the licenced material in single display in line with social media networks (such as Facebook, Google +, Twitter, MySpace, etc.) if such publication is connected to the granting of usage rights in favour of the social media operator according to the respectively applicable terms of use of the social media network. In this respect, solely you as user/licensee shall be responsible for an assessment of the terms of use of the respective social media network. Furthermore, the contractual terms between you and mauritius images shall apply.

3. Provisions Regarding Rights Managed Material (RM)

3.1. Term And Purpose Of Use

The usage rights for RM material (RM) solely include a one-time usage within the stipulated scope. Repetitions or other extensions (purpose, nature, scope, duration and range) of the originally granted usage rights are subject to re-usage royalties and only permitted with mauritius images's prior written consent.

Usage of RM material for advertising or presentations shall only be permitted if such use is expressly granted in the usage licence.

3.2. Indication Of The Type Of Use

At the time of downloading and/or ordering and/or before the invoicing you as user/licensee you shall indicate the nature, scope and territory of the intended use of the RM material as well as the name of the end user(s). In accordance with your information mauritius images grants the approval to use the supplied RM material.

If your information does not correspond to the actual nature of usage or if the actual usage does not correspond to the information, the consent for usage shall be deemed not granted. In this case, mauritius images shall be indemnified from any third-party damage claims. The same applies if your personal data shall not be provided in a truthful manner.

4. Provisions Regarding Royalty Free Material (RF)

In cases in which RF material is explicitly purchased under an RF licence, an unlimited licence shall be granted with regards to space, subject matter and time. Contrary to the previous provisions, the RF material shall be used permanently as well as be reproduced as follows:

- *Usage for printing purposes, especially all kinds of printed and tangible materials including marketing, advertising, sales etc.;*
- *Usage for non-printing purposes, i.e. digital and electronic material with a resolution not greater than 480 x 640 pixels (72 dpi), whereby it shall be unequivocally demonstrated that such RF material can neither be downloaded nor copied by any third parties.*

Furthermore, the transfer of RF material and/or the transfer of any usage rights to third parties is prohibited.

5. Restrictions

Notwithstanding any other provision, the imagery provided by third-party contributors through the mauritius images website may contain individual images that are not copyrighted, publicly available, or that are not known to have copyright. In such cases, mauritius images does not grant the user any usage rights, but merely grants access to the image.

C. Guarantee; Liability

1. Obligation To Review

As user/licensee you are obligated to review the licenced material immediately upon receipt and prior to any further use.

Legitimate complaints shall be reported within one week upon receipt of the licence material and upon request by mauritius images within an additional week in writing. Legitimate complaints regarding possible concealed defects shall be reported within ten business days as of detection in writing. If notification is not given within the time limit, any liability on the part of mauritius images for possible damages, which have already resulted, or result, no longer applies.

2. Limitation Of Guarantee

In the case of legitimate complaints, you as user/licensee have the right to a replacement. As user/licensee, you cannot withdraw from the contract and claim repayment of the royalties until supplementary performance has failed. In principle, mauritius images does not guarantee, either expressly or through non-verbal conduct, and excludes any guarantee for economic usability, quality and suitability of the licenced material for specific purposes or the compatibility with computers and other technical equipment.

mauritius images shall only liable for damages caused by gross negligence.

3. Limitation Of Liability For Exclusive Licensing

If licenced material for which an exclusive licence was issued was otherwise made available to third parties due to circumstances, for which mauritius images is responsible, and which conflict with your exclusive usage, the maximum liability of mauritius images is limited to the amount of billed and paid royalties for the respective licenced material.

4. Links

The online offer from mauritius images may contain links to other websites, the content and functions of which are not determined by mauritius images. mauritius images expressly excludes any liability for the content and functions of such websites or for possible losses, which may result from the use of such websites. You waive any claims against mauritius images, when using these websites.

5. General Indemnity; User's/Licensee's Liability

As user/licensee you undertake to indemnify mauritius images and its affiliated companies, partner agencies, distributors and licensors from all claims, costs and expenses, including required attorney and court fees resulting from

- A breach of the provisions of these GTC;
- any usage contrary to agreement or modification of the licenced material; or
- the combination of such works with other materials contrary to agreement.

In the event of unauthorised use or transfer of the licenced material, you as user/licensee commit to paying a lump-sum according to the respectively current royalty list of the Mittelstandsgemeinschaft Foto-Marketing - MFM (German Association of Small and Medium Sized Photo Marketing Companies) regardless of the assertion of other claims for damages by mauritius images. You are at liberty to provide proof of lesser damage.

If the credit is not mentioned pursuant to sec. B. 1.5. (copyright notice) of these GTC, mauritius images shall have a right to compensation according to the respectively current royalty list of the Mittelstandsgemeinschaft Foto-Marketing - MFM (German Association of Small and Medium Sized Photo Marketers). Moreover, you as user/licensee shall indemnify mauritius images from third-party claims resulting from the omission of a sufficient copyright notice.

D. Royalties

1. Obligation To Pay Royalties

Every usage of the licenced material, with the exception of usage for purposes of internal presentation and/or layout in the project phase, is subject to royalties.

2. Royalties

The amount of the royalties charged by mauritius images for the usage of the licenced material depends on the nature of usage. Exclusive rights or waiting periods shall be stipulated separately and shall be royalty-based.

Acquisition, processing, selection, sending and administrative costs arise with the acquisition, processing, compilation and transmission of the licenced material. If stipulated in royalty agreements, such costs shall be billed to you separately.

3. RM Royalties

Royalties for the usage of RM licenced material subject to licensing shall be stipulated prior to the scheduled usage. They comply with the scope as well as nature, medium, linguistic area and duration of use; these shall be precisely indicated prior to any usage. If you as user/licensee do not enquire about royalties in advance or there is no other royalty agreement in place between you and mauritius images, mauritius images is entitled to charge you according to the respectively applicable royalty rates of the MFM (German Association of Small and Medium Sized Photo Marketers). If you provide incomplete or false information regarding the relevant usage criteria, mauritius images shall be entitled to charge you an appropriate lump-sum royalty.

The stipulated RM royalties only apply for the one-time use under these GTC. Each additional use is subject to an additional royalty and requires prior written consent from mauritius images. In particular, this applies to using photographs in digital media such as websites, PDF documents or ePapers.

4. RF Royalties

RF Royalties shall comply with the respectively current royalties and specifications displayed on the mauritius images website.

5. Payment Date; Invoice

As soon as you as user/licensee have informed us that you want to fully or partially use the licenced material mauritius images shall be entitled to invoice the granting of such usage rights even if the

usage has not yet taken place. In the event that the intended usage does not take place following your usage information, royalties already paid cannot be refunded.

Invoices are payable upon receipt. All information regarding royalties in offers, price lists and other documents shall always be net excluding value added tax.

Payment in advance is possible (direct debit or credit card).

6. Information To Be Provided Upon Payment

All payments for the licensing of licenced material shall indicate the customer number and the invoice number. In the absence of an invoice number, the invoice shall also precisely specify which work contained in the licenced material (indicating the relevant mauritius images work number) was used where in which publication and size. Without this information, mauritius images is entitled to charge additional expenses, depending on the scope of the costs incurred.

E. Website And Image Database

1. Use, Registration

mauritus images enables you as user/licensee to access the mauritius images image database via its website and other online offers. In particular, mauritius images is entitled to temporarily or permanently block access granted if you are in breach of these GTC.

2. Access Data

As user/licensee you will receive a user name as well as an individual password after activation. Such access data shall be treated confidentially and shall not be disclosed to third parties. You shall be liable for all damages resulting from misuse of the access data for which you are responsible.

3. Availability; Guarantee

mauritus images cannot guarantee the permanent availability or accessibility of the online offers. Liability by mauritius images for damages resulting from a possible malfunction or lack of availability of the online offers is limited to intent and gross negligence.

F. Final Provisions

1. Applicable Law

This agreement is subject to the laws of the Federal Republic of Germany excluding the CISG; this also applies to deliveries to foreign countries.

2. Place Of Jurisdiction; Place Of Fulfilment

The sole place of jurisdiction and fulfilment shall be Munich, insofar as permitted by law. Without prejudice to the aforementioned, mauritius images is also entitled to initiate all required legal steps or proceedings at a foreign court with statutory jurisdiction.

3. Severability Clause

Should one or more of the aforementioned provisions be or become invalid, the validity of the remaining provisions shall not be affected. Any invalid provision shall be replaced by an admissible or valid provision coming closest to the intent of the parties or the intended financial outcome.