

GENERAL TERMS AND CONDITIONS FOR LICENSING AND DELIVERY OF IMAGE MATERIAL

Version: May 15th, 2018

Please carefully read through these General Terms and Conditions regarding the licensing and delivery of images before using this website or ordering image licenses. You must agree with the General Terms and Conditions in order to purchase or sell image licenses.

1 General

1.1 The website www.shotshop.com and its services are a product of the company Shotshop GmbH. Shotshop GmbH (»Shotshop«) operates a platform for online sales of royalty-free image licenses for digital images.

1.2 The General Terms and Conditions are valid for all use of the Shotshop site; in particular, customers and photographers are considered to be in agreement with the General Terms and Conditions upon registering. The General Terms and Conditions are valid within the scope of an ongoing business relationship as well as for all future product offers, services, orders, contract completions and deliveries, even if not explicitly mentioned. They are also valid when access to or use of services occurs outside of Germany. An agency agreement between photographers and Shotshop shall be valid in addition to these General Terms and Conditions.

1.3 All offerings, shipments, and granting of license rights are without engagement only and do not exclusively apply to the following General Business Terms and Conditions.

1.4 Any conditions deviating from these terms must be agreed on in writing; opposing terms and conditions from contractual partners shall only apply with explicit written approval from Shotshop.

2 Subject matter of the contract

2.1 Within the meaning of these General Terms and Conditions, Shotshop is offering royalty-free licences for images; however, the property rights of the images are not sold.

2.2 Royalty-free images are copyrighted images offered by the originator (photographer) for sublicensing by Shotshop according to Point 4 of these General Terms and Conditions.

3 Services

3.1 Shotshop allows customers free access to the online database www.shotshop.com. Customers may use the database to search online for photos stored there and transfer them as preview images or licensed high-resolution images.

3.2 Prior to conclusion of the first contract, the customer must register with Shotshop. In doing so, he receives a user name and password, which are treated as confidential. Transfer to third parties is not permitted. If access data is abused at the fault of the customer, they are responsible for the resulting damages.

3.3 Conclusion of the contract takes place strictly via the Internet. In order for the contract to be concluded, the customer confirms a second time while placing the order that he understand and accepts these General Terms and Conditions. Only then shall the order and payment procedures be successfully concluded and the customer granted access to download the respective images. The images will remain in the customer's personal account and available for download for a maximum of six months after purchase.

3.4 Neither photographers nor customers shall hold claim to constant accessibility to the Shotshop database. Shotshop may at anytime temporarily or permanently shut down the server as well as change, delete or add to the contents stored there.

3.5 Any kind of automated access to Shotshop images or the database using external scripts, download managers or other comparable functions/tools outside of the prescribed ordering process is prohibited and subject to criminal prosecution. The customer is subject to a penalty of up to EUR 5,000 for every infringement or attempted infringement.

4 Licenses

Image offered on www.shotshop.com are provided for sale by multiple photographers. The images are subject to copyright protection. Ownership rights and copyrights are non-transferable even with compensation for damages and/or other charges and fees.

With payment of the licensing fee, the customer acquires the non-exclusive, worldwide, non-transferable and non-sub-licensable right to use the selected images for his own information, illustration or advertising purposes. All other rights to the images, including all copyrights, shall remain with Shotshop and the photographer respectively.

If an image is labeled "only for editorial use", the image is only approved for editorial purposes (presse articles, reporting, teaching materials).

Shotshop offers two different types of image licenses: the Standard license and the Extended license.

4.1 Standard license

The standard license allows the non-exclusive, worldwide, non-transferable and non-sub-licensable right to use of the images for the Permitted Uses (as defined below). All other rights in and to the images including, without limitation, all copyright and other intellectual property rights relating to the images, are retained by Shotshop or the respective photographers.

Permitted standard license uses:

4.1.1 Online or electronic publications, such as internet, intranet, CDs, newsletter, online- and multimedia presentations, online advertising, banner, pdf-documents, illustration of mobile applications.

4.1.2 The use of images on social media platforms, such as Facebook or Google Plus which reserves unlimited rights of use for these images by uploading these images is possible as follows: The image is integrated into a composition or layout and an image of the final product is uploaded or a clearly visible, digital watermark or copyright notice is graphically affixed. Uploading original image data on these platforms is not permitted.

4.1.3 Advertising and promotional projects, including printed materials, like brochures, advertisements, posters, displays, for product packaging, film and video presentations, commercials as well as for the manufacturing and non-commercial (free of charge) distribution of promotional products such as greeting cards, postcards, calendars, cups or posters (ie. not for resale or license)

4.1.4 Editorial publications, such as newspapers, magazines, press articles, books, textbooks, cd/dvd and book covers, school books and for tv, film and video.

4.1.5 Any other uses approved in writing by Shotshop.

The standard licenses do not allow the use of images for the manufacture and duplication of goods of any kind that are intended for resale (merchandising products, t-shirts, etc., see 4.2.2) or for use in connection with the distribution of press releases. Extended licenses must be purchased for these usages.

4.2. Extended license

With the purchase of an extended license, the customer acquires, in addition to the rights mentioned in 4.1, the non-exclusive, worldwide, non-transferable and non-sub-licensable right to use the selected images for the Permitted Uses (as defined below).

For each of the mentioned permitted extended license uses a separate Extended Licence has to be purchased.

Permitted Extended license uses:

4.2.1 Electronic articles intended for resale

Design-templates (online, offline) intended for resale, such as templates for websites, flash, presentations, PowerPoint presentations, business cards, electronic greeting cards, digital signage and templates for brochures. Furthermore, the right is obtained for interactive and multimedia products, such as computer games, screensaver and for mobile content.

4.2.2. Products and goods intended for resale

Manufacturing, duplication and distribution of goods (of any kind) intended for resale, such as posters, postcards, greeting cards, cups, toys, clothing, sports equipment, commodities etc.

4.3.2 Corporate Licence

Transfer of the usage rights to a maximum of five associated companies (according to Section 15 of the German Stock Corporation Act) within a group of companies. The use of images by a company within a group of companies may only occur according to 4.1.

4.3.3. Press release for publication

Use of the images in connection with a press release for publication, i.e. the free provision of images for journalist and editorial offices as part of a press article on the company or its products. The provision can be made by sending the images to journalists directly via email or post or by online download via the company's website. The images always have to be labeled with a notice that the images may only be published by journalists or editorial offices in connection with the press release.

4.3.4. Any other uses approved in writing by Shotshop.

If an image is labeled "only for editorial use", purchase of an Extended license is not possible for usages according 4.2.1, 4.2.2 or 4.2.4.

4.4 Duration of usage rights

The right of the customer to use the image is for an unlimited period of time.

4.5 Non-exclusiveness

The customer does not purchase exclusive usage rights, i.e. an unlimited number of users have the right to purchase usage rights for an image.

4.6 Transfer

The usage rights for an image may only be resold or transferred to a single third party to a limited extent provided the transfer occurs within the scope of fulfillment of a customer project, for example, in an advertising agency. Repeated use in projects conducted by different customers is not permitted. In this case, for each customer must be purchased an additional license. This is also valid for modified images or copies.

4.7 Image editing

The customer is allowed to reproduce, modify and edit the images for his own purposes as long as it can be assumed that the changes will not entail any disadvantages for the author, the model shown or for other third parties, as for example interference with the authors' personal rights, damage to reputation, infringement of proprietary rights. The images may not be distorted by editing them.

5 Use of layout images

5.1 Preview images do not include any further usage rights. Exempt from this is use in designs with regard to the purchase of an image. You may use layout images for design purposes, sample layouts and presentations free of charge. Free layout images may not be used in end products - neither for internal nor external purposes.

5.2 Layout images may not be used on any other website, on a server with free Internet connection, on an Intranet of a company, on a CD, on a DVD or on any other comparable storage medium. A penalty of up to EUR 5,000 is to be paid for every infringement, regardless of any other possible damage claims.

6 Image credits

6.1 License materials used on websites and in an editorial or journalistic context must include in the imprint or in close spatial proximity and in the manner typical of such use a copyright notice, such as "© Name of the originator/Shotshop.com".

6.2 At the request of Shotshop, the customer must prove the proper use of purchased images (for example, voucher copies, screen shots). Any unauthorized use or transfer of images is liable for damages.

7 Usage restrictions

7.1 The customer is prohibited from assigning, selling, ceding or transferring any rights granted to it under this agreement by sublicense.

7.2 Uses that could lead to the disparage of the persons illustrated as well as use in pornographic, defamatory, slanderous, racist, criminal, unlawful or other offensive contexts are prohibited and make the customer liable for damages. The use of images may not infringe upon third party rights, i.e. natural or legal persons.

7.3 The online provision of the images in a downloadable format or distribution of the is not permitted.

7.4 The images or portions of the image may not be used in a logo or as trademarks or service marks.

8 Licence fee

8.1 The license prices and administration fees published on www.shotshop.com are valid. Prices are always understood as net prices. In Germany any applicable value-added tax will be added.

8.2 Usage rights begin with the transfer of the high-resolution data of the image material. This is subject to the condition precedent of payment of the license fee.

8.3 The license fee is due for payment immediately upon conclusion of the ordering process.

8.4 If the intended publication or other use of the image material does not occur by way of the customer, Shotshop is not obligated to take back said image material.

8.5 The license fee is due for payment immediately upon conclusion of the ordering process and is payable per advance payment, credit card, Paypal or in Germany per direct debit. Payments per invoice are only possible with appropriate clearance from Shotshop.

8.6 In the case of a returned debit, Shotshop bills the customer for the resulting costs in the amount of EUR 10.00 provided the customer is responsible for the cause of the returned debit.

8.7 When a purchase is made customer information is transferred using secure SSL encryption typical of banking institutes. The transaction occurs directly via an online payment provider. Your credit card will be billed upon ordering and will appear on your statement as »Shotshop«. We recommend you print a copy of your transaction information.

9 Discounts

Customers with individual contractually fixed licence prices shall not be entitled to discounts that may result from the Shotshop bonus program, discount campaigns or awarding of digital discount codes.

10 Damages and limitations of liability

10.1 The customer is obliged to release and indemnify Shotshop from all damages and liability claims by third parties arising from use of the image material that does not comply with the above-mentioned provisions.

10.2 Shotshop shall not be liable for any approvals required for the use of images provisioned by photographers. This is particularly valid for images of persons, artistic works or architecture as well as any other images, which refer to the names, companies, brands, registered design patents or other trade mark rights of third parties. The customer bears the sole responsibility for obtaining the required permits for the relevant use of the image material.

10.3 Shotshop assumes no liability for the availability of the online system and the content it contains. Furthermore, Shotshop is neither liable for any technical problems outside its sphere of responsibility nor damages caused by force majeure.

10.4 Shotshop shall only be liable for damages based on intentional or gross negligence. This includes faults caused by vicarious agents or legal representatives.

11 Copyright

11.1 The image database available at www.shotshop.com is subject to copyright protection as a whole. The content of the site on display and/or for sale including all images and text is either the property of Shotshop or its photographers.

11.2.1 The website as a whole or its individual components may not be copied, stored, distributed, transmitted, transferred or utilized in any other manner without express permission. Violations against the conditions will result in the obligation to pay damages to Shotshop or its photographers for any resulting losses, damages and costs.

12 Complaints

Complaints regarding the content of electronic transmissions may only be recognized if they are made in writing immediately after download unless it concerns a latent defect that was unrecognizable upon review of the image after download. Then the legal right of return for consumers is valid with a return period of four weeks; the return period for contractors in the sense of the commercial code is seven days.

13 Duration and cancellation

13.1 The customer is granted the royalty free licence indefinitely but not exclusively.

13.2 Shotshop is entitled at any time to cancel the license to use the images on substantial grounds. An important reason exists in particular if the customer violates the license conditions defined in Section 4 or fails to fulfill his obligation to pay the license fee despite a warning and granting of a respite. In this case, the customer is obliged to immediately discontinue use of the image material and completely delete the digital image material supplied to him. In the case of infringement, the photographer and Shotshop reserve all legal measures.

14 Privacy

For all information regarding the processing of user data, Shotshop GmbH refers to its privacy statement at <https://www.shotshop.com/en/privacy-protection>

15 Security

Customer and payment information is treated with utmost confidentiality. When a purchase is made customer information is transferred using secure SSL encryption typical of banking institutes. A potential transaction occurs directly via an online payment provider.

16 Applicable law, place of fulfillment and place of jurisdiction

Place of fulfillment and place of jurisdiction is Berlin. It is agreed that German law is applicable for all legal relationships between Shotshop and customers or photographers, especially in regard to the granting of usage rights abroad or from abroad.

17 Severability Clause

The invalidity or ineffectiveness of individual terms of the General Terms and Conditions does not affect the effectiveness of the other terms. The ineffective condition is to be replaced with an effective condition that most closely serves the economic interests of the contract parties.

© Shotshop GmbH, Hobrechtstraße 37, 12047 Berlin, Germany