

## AllrightImages End User License Agreement

### I. Important Notice

In downloading photographs from the AllrightImages web site, the customer acknowledges unlimited acceptance of the terms set forth in this agreement which is then considered to be legally effective. If the customer enters this agreement as proxy for a third party, such as his/her employer, these provisions shall also be applicable for and against any entitled third party. All photographs contained in the AllrightImages web site are protected by copyright. Face to face and/or its contractual partners are the owners of such rights. The customer's utilization right is dependent on the payment of the full license fee, the granting by face to face as well as by adherence to the provisions of this contract.

### II. Granting of reproduction rights

The pictures are not sold but only licensed for utilization.

Face to face grants the personal, non-exclusive and non-transferable right to use and reproduce the pictures contained the AllrightImages web site on a worldwide and perpetual basis, in the following ways:

a. Web Size: Non-print usage, that is any digital or electronic material provided that no image is at a resolution of 72 dpi. Hereby it must be made obvious that the material is not intended to be downloaded or copied by any third party. Every other use, in particular the use in or on printed products of all kinds, is impossible.

b. Print Size: Print usage, especially any type of printed, tangible materials including advertising and sales, e.g.: advertisement, poster, booklets, flyer, business report, presentation, customer magazines, television advertising, packaging and commercially printed material and all further of face to face approved intended purposes.

The customer may save the picture and make accessible its coworkers, partners and customers for the attainability of the contract purpose. Face to face reserves itself all here not expressly the customer granted rights. The grant of extended rights to use or exclusive rights requires an additional written agreement.

### III. Restrictions of utilization

1. The rights granted by face to face under this agreement cannot be transferred. Their utilization is exclusively limited to utilization for an end user product also in the event of further processing. It shall not be permitted to transfer the data or pictures to third parties or to transfer utilization rights or to permit any other third-party usage.

2. In the case of picture licensing by a company as customer, the data may be archived or incorporated into a customer-internal network as long as no more than 10 (ten) specific employees have access to such images. Utilization is, however, expressly limited to the framework determined by these GTCs.

3. The pictures must not be shared, copied or made accessible to third parties. Establishing a network of servers with or without central location, which allows third-party access, shall not be admissible.

4. You may not use the pictures as part of a service mark or trademark or infringe on any trade name, service mark or trademark.

The agency grants no rights and transfers no adhesion to regard to the use of name, marks, to registered packing, registered, not registered or protected designs or works of art or from architects, who appear in the licensed material. The customer must make sure the rights if necessary for the reproduction or permission concerning the points mentioned are present.

5. Not transferred are the rights to use for: journalistic publications such as daily and weekly papers, magazines, TV news, documentary and magazine broadcasts. Impossible likewise the use is in books, on covers and on packing, if not under 2. explicitly allowed.

6. You may not place the pictures online in a downloadable, FTP or other similar format.

7. You may not use the pictures in an offensive, defamatory, pornographic, fraudulent, hurtful or tortuous manner or place them in any such context. In case the planned utilization of the pictures touches upon such sensitive subjects or can be associated in such a manner, advance written permission is required or the explanation must be added that the shown person is a photo model and it's only for illustration purposes used. This includes but is not limited to substance abuse, physical or mental abuse, alcohol, tobacco, AIDS, cancer or other serious physical or mental ailments or the disparagement of a person or product. That applies also to electronic increase in value services, like 0190 or 0900 - numbers. In this case the customer is liable for the offence. He keeps free the agency and the photographer of third party rights.

8. One copy of the pictures or software may be made for backup purposes only, which shall just be used if the original copy becomes defective or otherwise irretrievably lost.

9. Upon notice of discontinuance of a license for any particular image such image must not be used in the future.

#### IV. Compensation in case of violation of contract

In addition to the provisions of this contract the customer shall adhere to the general legal provisions about competition, trade marks and utility models. The customer shall be liable for any damages that face to face may suffer as a result of the violation of any such provisions by the customer.

#### V. Indemnity

The customer agrees to release and hold face to face harmless from all claims for damages and liability resulting from a violation of such provisions.

#### VI. Limitation of liability

In any event, the limit of mRF's liability shall be the fee paid for the particular image.

#### VII. Software

All rights and data that are granted to the customer under this contract are the property of face to face and protected by copyright or other legal provisions. It shall be inadmissible to reverse engineer or rearrange data or reduce them to any other readable formats.

#### VIII. General provisions

1. If any provision of this agreement is or becomes invalid or inadmissible it shall be replaced by a valid or admissible provision which comes as close as possible to the purpose and the desired economic objective. The validity of the remaining provisions remains unaffected. The same shall apply to any missing or incomplete provision.

2. The implementation of this agreement shall be exclusively governed by German law, even if foreign elements are involved. To the extent that this provision is legally admissible, Hamburg shall be place of jurisdiction and place of performance.

3. If you have any questions about your rights and obligations under this contract or if you wish to claim additional rights please contact us directly. You can send us an email at [info@facetoface.de](mailto:info@facetoface.de) or reach us at the telephone number +49 (0) 40 - 23 90 96 - 0.