

GUIDELINES FOR THE USE OF LICENSED CONTENT

This text provides notes and substantiations of the currently applicable Terms & Conditions of Westend61 which can be viewed [here](#). In the case that the following guidelines contradict the currently applicable Terms & Conditions in any way, the respective provisions of the Terms & Conditions shall prevail.

The following guidelines explain how you can use photos, illustrations, vectors and video clips (individually and collectively, "content") that you license from Westend61.

I. WHAT TYPES OF LICENCES DOES WESTEND61 OFFER?

Westend61 offers two types of licence models: Royalty-free ("RF") and rights-managed ("RM"). Royalty-free does not mean there is no cost for the licence. Instead, royalty-free means that the licence fee is paid once and there is no need to pay additional royalties if the content is reused. Royalty-free content is licensed for unlimited, perpetual use, and pricing is based on the file size. Rights-managed content is licensed for specific types of use, and pricing is based on factors such as size, placement, duration of use, and geographic distribution.

II. HOW CAN I USE LICENSED CONTENT?

For purposes of this agreement, "use" means to copy, reproduce, modify, edit, synchronise, perform, display, broadcast, publish, or otherwise make use of. You may use licensed content in any way consistent with the currently applicable Terms & Conditions of Westend61 and rights granted below.

1. Royalty-Free

Perpetual, meaning there is no expiry or end date on your rights to use the content. **Worldwide**, meaning content can be used in any geographic territory. **Widely unlimited**, meaning content can be used an unlimited number of times. **Any and all media**, meaning content can be used in print, in digital or in any other medium or format. **Non-exclusive**, meaning that you do not have exclusive rights to use the content. Westend61 can license the same content to other customers. If you would like exclusive rights to use royalty-free content, please contact Westend61.

2. Rights-Managed

Limited to the specific use, medium, period of time, print run, placement, size of content and territory selected, and any other restrictions that accompany the content on the Westend61 website (or any other method of content delivery) or in an order confirmation or invoice. **Non-Exclusive**, meaning that you do not have exclusive rights to use the content. Westend61 can license the same content to other customers. If you would like exclusive rights to use rights-managed content, please contact Westend61.

III. RESTRICTED USES

1. No Unlawful Use

You may not use content in a pornographic, defamatory or other unlawful manner.

2. No Commercial Use of Editorial Content

Unless additional rights are specified on the Westend61 invoice or sales order, or granted pursuant to a separate licence agreement, you may not use content marked "editorial" for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of content is intended to be used only in connection with events or topics that are newsworthy or of general public interest.

3. No Alteration of Editorial Content

Content marked "editorial" may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the content is not compromised, but you may not otherwise alter the content.

4. No Standalone File Use

You may not use content in any way that allows others to download, extract or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).

5. No Sensitive Use Without Disclaimer

If you use content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases), you must indicate: (1) that the content is being used for illustrative purposes only, and (2) any person depicted in the content is a model. For example, you could say: "Stock photo. Posed by model." No disclaimer is required for content marked "editorial" that is used in a non-misleading editorial manner.

IV. RESTRICTED USES - UNLESS ADDITIONAL LICENCE PURCHASED

The following are prohibited without the prior written consent of Westend61 and payment of an additional licence fee:

1. No "On Demand" Products

Unless you purchase a customised licence, you may not use content in connection with "on demand" products (e.g., products in which a licensed image is selected by a third party for customisation of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items.

2. No Electronic Templates

Unless you purchase a custom licence, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, and brochure design templates).

3. No Use in Trademark or Logo

Unless you purchase a custom licence, you may not use content as part of a trademark, design mark, tradename, business name, service mark, or logo.

V. WHO, BESIDES ME, CAN USE THE LICENSED CONTENT?

The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:

1. Employer or client

If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement.

2. Seat/User Restrictions for RF Content

Please note that seat/user restrictions apply for royalty-free content. You may store licensed royalty-free content in a digital library, network configuration or similar arrangement to allow the licensed royalty-free content to be viewed by your employees and clients, so long as there are no more than 10 users total at any given time. If you require content be available to more than 10 users, please contact Westend61 to purchase additional seat licences.

VI. USER ACCOUNTS

You will be responsible for tracking all activity for each user account, and you agree to: (a) maintain the security of all passwords and usernames; (b) notify Westend61 immediately of any unauthorised use or other breach of security; and (c) accept all responsibility for activity that occurs under each user account. Westend61 reserves the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If Westend61 determines that you are in breach of this or any other term of this agreement, it may suspend access to your account and seek further legal remedies.

VII. INTELLECTUAL PROPERTY RIGHTS

1. Who owns the content?

All the licensed content is owned by either Westend61 or its content suppliers.

2. Do I need to include a photo credit?

As a principle, a photo credit has to be included with every use. The following credit has to be placed adjacent to the content or in production credits:

„[Photographer Name]/[Collection Name]/Westend61“

For commercial uses, you can refrain from providing a respective photo credit based upon an individual agreement with Westend61.

VIII. TERMINATION/CANCELLATION/WITHDRAWAL

1. Termination

Westend61 may terminate this agreement with immediate effect at any time if you breach any of the provisions of an agreement with Westend61, either if the breach is not terminated within a reasonable time following a respective notice by Westend61 or if such a notice is unacceptable for Westend61, In that case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to Westend61 in writing that you have complied with these requirements.

2. Refunds/Cancellation

All requests for refunds/cancellations must be made in writing or using the cancellation function on the Westend61 website. Provided that the request is made within 7 days and the licensed content has not been used, Westend61 may cancel the relevant order and issue a full refund to your account or credit card. No credits or refunds are available for cancellation requests received more than 7 days from your receipt of content, or for research, lab, service or subscription fees, all of which are non-refundable. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.

IX. REPRESENTATIONS AND WARRANTIES

1. Warranty of Non-Infringement

For all licensed content, Westend61 warrants that your use of such content in accordance with this agreement and in the form delivered by Westend61 (that is, excluding any modifications, overlays or refocusing done by you) will not infringe on any copyrights or moral rights of the content owner/creator.

2. Warranty Disclaimer

Unless specifically warranted, Westend61 does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the content. In such cases, you are solely responsible for determining whether release(s) is/are required in connection with your proposed use of the content, and you are solely responsible for obtaining such release(s). You acknowledge that no releases are generally obtained for content identified as "editorial," and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release.

3. No Other Warranties

Except as provided in this section above, the content is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Westend61 does not represent or warrant that the content or its websites will meet your requirements or that use of the content or websites will be uninterrupted or error free.

X. INDEMNIFICATION/LIMITATION OF LIABILITY

1. Indemnification of Westend61 by you

You agree to defend, indemnify and hold harmless Westend61 and its parent, subsidiaries, affiliates and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) your use of any content outside the scope of this agreement; (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this or any other agreement with Westend61; and (iii) your failure to obtain any required release for your use of content.

2. Limitation of Liability

Otherwise, Westend61 will only be liable for damages resulting from intent. Westend61 will not be liable to you or any other person or entity for any lost profits, punitive, special, indirect, consequential, incidental or other similar damages, costs or losses arising out of this agreement, even if Westend61 has been advised of the possibility of such damages, costs or losses, this provision does not apply to a liability for damages based on intent.

XI. GENERAL PROVISIONS

1. Assignment

This agreement is personal to you and is not assignable by you without Westend61 prior written consent. Westend61 may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

2. Audit

Upon reasonable notice, you agree to provide to Westend61 sample copies of projects or end uses that contain licensed content, including by providing Westend61 with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced

3. Electronic storage

You agree to retain the copyright symbol, the name of Westend61, the content's identification number and any other information or metadata that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorized use by third parties. You may make one (1) copy of the content for back-up purposes on any purchase order sent by you, the terms of this agreement will apply.

4. Notice

All notices required to be sent to Westend61 under this agreement should be sent via email to service@westend61.de. All notices to you will be sent via email to the email set out in your account.

5. Taxes

You agree to pay and be responsible for any and all sales taxes, use taxes, value-added taxes, withholding taxes and duties imposed by any jurisdiction as a result of the licence granted to you, or of your use of the licensed content.

6. Interest on Overdue Invoices

The invoices of Westend61 are always payable in net within 30 days. Following expiry of this period, Westend61 will charge an interest of 8% points above the basic interest rate according to Section 288, Subsection 2 of the German Civil Code (BGB).

Otherwise we refer to the Terms & Conditions of Westend61 (par. VII.), in particular in respect of the provisions regarding place of jurisdiction and governing law.