# Lizenzbestimmungen

AGE FOTOSTOCK LICENSING AND DELIVERY TERMS
I. Definitions:
1.1 Under the present terms and conditions (hereinafter the “Agreement”), the following definitions
shall apply:
1.1.1 age fotostock: means age fotostock Spain, S.L. as supplier and licensor of the Visual
Content.
1.1.2 Client: means the person or entity who requests and receives the Visual Content and to
whom, where applicable, the Visual Content is licensed.
1.1.3 Delivery Memo: means the document issued by age fotostock, listing all the Visual
Content supplied to the Client.
1.1.4 Editorial Use: means the use of the Visual Content relating to events that are newsworthy or of public interest and identified as such on the age fotostock’s website and
expressly excludes any advertorial sections (i.e. sections or supplements in relation to which
the Client/Final Client receives a fee from a third-party advertiser or sponsor).
1.1.5 End-Use: means the final work product created by the Client or Final Client which
incorporates a Reproduction of the Visual Content, as authorized hereunder.
1.1.6 Final Client: means, where applicable, the person or entity on whose behalf the Client
requests and licenses the Visual Content.
1.1.7 Visual Content: means the visual content which may consist in photographs, illustrations, video-clips/footage or other visual content, whether generated optically,
electronically, digitally or by any other means which is licensed by age fotostock to the

Client/Final Client under the present Agreement.
1.1.8 Invoice: means the document issued by age fotostock which shall include, without
limitation, a list of the Visual Content selected, the license granted to the Client or Final Client,
the corresponding fee for such license and the payment terms.
1.1.9 Reproduction: means any form of copying or publication, of the whole or part, of the
Visual Content by any means whatsoever. Reproduction also includes any distortion or
manipulation, of the whole or part, of the Visual Content and the creation of any derivative
work from, or that incorporates, the Visual Content.
1.1.10 Rights Managed Visual Content (RM Visual Content): means the Visual Content
whose use is subject to the Rights Managed Licensing Terms, as set out in Section III herein.
1.1.11 Royalty Free Visual Content (RF Visual Content): means the Visual Content whose
use is subject to the Royalty Free Licensing Terms, as set out in section IV herein.
1.1.12 User: means any employee or subcontractor of the Client or Final Client who
downloads, manipulates, edits, modifies or saves the digital file containing the Visual Content
and is otherwise directly involved in the creative process utilizing the Visual Content; or
incorporates the Visual Content within any derivative work.
II. Terms of Delivery of the Visual Content
2.1 Before supplying any Rights Managed Visual Content for Reproduction, the Client must provide
age fotostock with all the required information regarding the intended use.
2.2 The Visual Content is supplied on LOAN and NO property or copyright in any Visual Content shall
pass to the Client or Final Client on its submission or on licensing of the Visual Content.
2.3 Unless age fotostock is otherwise notified in writing by the Client, within 48 hours of receipt of the
Visual Content, all Visual Content received shall be considered to be suitable and appropriate and in
perfect condition.

2.4 Upon termination or expiration of the license for the use of any Rights Managed Visual Content,
the Client shall cease any and all use of it and promptly erase or destroy any reproducible copies of
the same.
2.5 Client must retain the copyright symbol, the name of age fotostock, the Visual Content's
identification number and any other information as may be embedded in the electronic file containing
the original Visual Content. Client shall maintain a robust firewall to safeguard against unauthorized
third-party access to the Visual Content.
2.6 The following credit line is required for any editorial use of any Visual Content “©: “[Photographer’s
name]/[Name of the collection]/[age fotostock]” or "© [age fotostock]” if no other name is mentioned
with the Visual Content. For commercial uses, you shall include the credit described above when
customary and appropriate.
III. Licensing terms for Rights Managed Visual Content (RM Visual Content)
3.1 Unless otherwise specified in the Invoice, the RM Visual Content is licensed on a non-exclusive
basis and is strictly limited to the use, medium, period of time, print run, placement, size of image,
territory, language and any other restrictions specified on the Invoice, which is incorporated into the
present Agreement by this reference, and as incorporated together with the present terms constitutes
the full license granted.
3.2 Unless otherwise stated in the Invoice, all licenses on the RM Visual Content are non-exclusive
and granted for a single publication, single size, single territory, in one single language, and for a term
of one (1) year from the date the applicable Invoice is issued. All rights not specifically granted to the
Client are reserved.
3.3 The license granted on the RM Visual Content to the Client is non-transferable and non-assignable
and may not be transferred or assigned to anyone without the prior written

authorization of age
fotostock. This means that any work that the Client produces using the RM Visual Content must be for
the Client's own use or for the use of its direct employer or client, who must be the end-user of its work
(Final Client) and as long as all relevant data pertaining to any such end-user is clearly stated in the
Invoice for having been provided to age fotostock prior to licensing. Notwithstanding the foregoing, the
rights to use and reproduce the RM Visual Content may be exercised by subcontractors of the
Client/Final Client for preparation of the End-Use, provided that such subcontractors agree to abide by
the terms of this Agreement.
3.4 The RM Visual Content cannot be used for any of the purposes listed in Section V of this
Agreement.
3.5 The license fee on the RM Visual Content depends on the nature of the rights granted; therefore
the Client undertakes to obtain an additional license before undertaking any expanded use of the RM
Visual Content.
3.6 The RM Visual Content which is restricted to Editorial Use may not be used for any commercial,
promotional, endorsement, advertising or merchandising use without the prior written authorization of
age fotostock.
3.7 The RM Visual Content restricted to Editorial Use may be cropped or otherwise edited for technical
quality, provided that the editorial integrity of the Licensed Material is not compromised, but shall not,
under any circumstances, otherwise be altered.
3.8 The Client may only make one (1) high-resolution backup copy of the RM Visual Content for
security purposes only and therefore shall not make any other additional high resolution copy of the
RM Visual Content without the prior written authorization of age fotostock.
IV. Licensing Terms for the Royalty Free Visual Content (RF Visual Content)
4.1 The license granted on the RF Visual Content is a perpetual, non-exclusive, non-transferable, nonsublicensable

worldwide right to Reproduce the RF Visual Content identified in the Invoice an unlimited number of times in any and all media for all purposes other than those uses prohibited in this
Section and under Section V of this Agreement.
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4.2 The Client who purchases a license may have the RF Visual Content Reproduced by
subcontractors of Client for preparation of the End-Use, provided that such subcontractors agree to
abide by the provisions of this Agreement.
4.3 The Client may not, without obtaining the prior written consent of age fotostock and the payment of
an additional license fee: (i) include the RF Visual Content in an electronic template intended to be
Reproduced by third parties on electronic or printed products; or (ii) use or display RF Visual Content
on websites or in any other medium involving the sale, license or other distribution of "on demand"
products where the primary value of the product resides in the RF Visual Content itself including,
without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile
telephones, or similar items.
4.4 The Client may store the RF Visual Content in a digital library, network configuration or similar
arrangement to allow the RF Visual Content to be viewed by its employees, contractors and Final
Client, so long as there are no more than ten (10) Users. Client must purchase additional seat licenses
if there are more than ten (10) Users before such additional use begins.
V. Restriction on Use of the Visual Content
5.1 The Visual Content cannot be used in the following ways:
5.1.1 for any pornographic, unlawful purpose or use or to defame any person or violate any
person's right of privacy or publicity or to infringe upon any copyright, trade name, trademark
or service mark of any person or entity. Advance written permission from age fotostock is
required for use of any Visual Content for sensitive subjects, including without limitation, topics

that may depict the subject matter of the Visual Content in a negative or unfavourable light.
5.1.2 used as or form part of a logo, trade name, service mark or trademark or used to infringe
on anyone's logo, trade name, service mark or trademark.
5.1.3 to sell, license or distribute any derivative work containing any Visual Content (End-Use)
in a way that would allow a third party to download, extract or access the Visual Content as a
stand-alone file.
5.1.4 to be used in a way to allow or invite a third party to download, extract or access the
Visual Content as a stand-alone file.
VI. Releases and Third Party Rights
6.1 Unless age fotostock expressly states otherwise in writing, and given that the Client and/or the
Final Client are the only parties apprised of the specific context in which the Visual Content shall be
used, the Client hereby acknowledges that the license granted by age fotostock does not include a
license to, and age fotostock makes no warranties or representations that it licenses any rights related
to any person depicted in the Visual Content, nor age fotostock can guarantee to be in possession (or
the validity or effectiveness and scope if applicable) of the necessary authorizations from the persons
depicted in the Visual Content for the intended use of the Visual Content. The same shall apply with
regard to the authorizations that may be required for the use of names, brands, logos, entities or
corporations which may also appear in the Visual Content.
6.2. Also, unless otherwise agreed in writing, and given that the Client or the End-User is the only
party privy to the specific context in which the Visual Content shall be used, age fotostock neither
transfers nor guarantees that it possesses any exploitation rights to the designs and works of art (e.g.
architectural works), that may appear reproduced in the Visual Content. Therefore, when the license is
granted to reproduce the Visual Content, the reproduction being authorized

pertains solely to the
Visual Content, independently of any rights that may correspond to the copyright holders of the work
appearing in said Visual Content.
6.3. Unless otherwise agreed in writing, age fotostock shall not undertake to obtain the authorizations
referred to in previous paragraphs 6.1 and 6.2, whereby the Client and/or the End-User must be the
ones responsible to obtain such authorizations, if necessary. Therefore, the Client and/or the End-
User shall be solely responsible to third parties for the use of the Visual Content, therefore holding age
fotostock absolutely harmless to that end.

6.4 age fotostock shall not be held liable for any conflict that may arise as a result of any digital or
analogue manipulation of the Visual Content, incorrect, improper or unauthorized use of the Visual
Content, such as, for instance, those that serve to illustrate texts or contexts (of any kind, including
advertising and commercial ones) that may harm the rights or interests of persons, companies,
corporations, etc, and, in particular, when they may be considered slanderous, defamatory or
infringing on third party rights, or otherwise illegal.
VII. Payment
7.1 The Client is responsible for ensuring that all information appearing on the Invoice is true, accurate
and complete.
7.2 All license fees are exclusive of any applicable sales or other transactional taxes, which are the
sole responsibility of the Client (if any).
7.3 A late payment charge of one and one-half percent (1.5%) per month or the highest amount
allowed by law shall be applied on any unpaid balance after the due date for payment stipulated on
the Invoice. The maximum amount permitted by state law shall be imposed on each returned check.
VIII. Credit or Cancellation
8.1 If any licensed Visual Content is not reproduced by the Client in any way, the

Client can, within
thirty (30) days of the Invoice date, request in writing, the cancellation of the license. age fotostock
may then proceed to cancel the licence and issue a credit to the Client's account or credit card in the
following ways:
8.1.1 an amount up to 100% of the license fee may be credited, if the request is received
within 7 days of the Invoice date; or
8.1.2 an amount up to 50% of the license fee may be credited, if the request is received
between 8 and 30 days of the Invoice date.
8.2 After thirty (30) days of the Invoice date, no cancellations will be accepted on the Visual Content
and the full amount invoiced must be paid.
IX. Limited Warranty and Limitation of Liability
9.1 age fotostock warrants i) any digital copy of any Visual Content to be free from defects in material
and workmanship for ninety (90) days from delivery and ii) it has all necessary rights and authority to
enter into and perform this Agreement. The Client's sole and exclusive remedy for a breach of this
warranty is the replacement of the defective Visual Content. AGE FOTOSTOCK GRANTS NO
RIGHTS AND MAKES NO WARRANTIES WITH REGARDS TO THE USE OF NAMES,
TRADEMARKS, TRADE DRESS, DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED
IN ANY VISUAL CONTENT, AND YOU MUST SATISFY YOURSELF THAT ALL THE NECESSARY
RIGHTS AND CONSENTS REGARDING ANY OF THE ABOVE, AS MAY BE REQUIRED FOR THE
INTENDED USE HAVE BEEN OBTAINED. WHILE AGE FOTOSTOCK MAKES EFFORTS TO USE
ACCURATE CAPTION INFORMATION, AGE FOTOSTOCK DOES NOT WARRANT THAT SUCH
INFORMATION IS ACCURATE. AGE FOTOSTOCK MAKES NO OTHER WARRANTY, EXPRESS
OR IMPLIED REGARDING ANY VISUAL CONTENT INCLUDING, WITHOUT LIMITATION, THAT

THE VISUAL CONTENT IS ERROR FREE, THE IMPLIED WARRANTIES OF MERCHANTABILITY
AND FITNESS FOR A PARTICULAR PURPOSE.
9.2 EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED,
NEITHER AGE FOTOSTOCK NOR ANY AGE FOTOSTOCK SUBSIDIARY, SUCCESSOR, PARENT,
AFFILIATE, PARTNER, OFFICER, DIRECTOR, EMPLOYEE, CONTENT PROVIDER, LICENSOR,
DISTRIBUTOR OR AGENT SHALL BE LIABLE FOR ANY DAMAGES, OR LOSS OF PROFITS OR
ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THE USE OR INABILITY TO USE
THE VISUAL CONTENT OR OTHERWISE.
9.3 THE REPRESENTATIONS AND WARRANTIES MADE BY AGE FOTOSTOCK IN THIS
AGREEMENT APPLY ONLY TO THE VISUAL CONTENT AS DELIVERED BY AGE FOTOSTOCK
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AND WILL BE INVALID IF THE VISUAL CONTENT IS USED IN ANY MANNER NOT SPECIFICALLY
AUTHORIZED IN THIS AGREEMENT.
X. Data Protection
10.1 age fotostock hereby informs the Client that any personal data that is provide to age fotostock for
the purposes of servicing the Client, which may include, but is not limited to, personal data of the
Client’s representative or any other individual which may be required to fulfil this Agreement.
10.2 This information will be processed and controlled by age fotostock and used for internal purposes
only and more particularly to fulfil licensing transactions, maintain the Client’s account and send
marketing communication to inform the Client of new products or services or for promotional purposes
to send the Client updates on our latest promotions and offers.
10.3 By making this information available to age fotostock the Client is agreeing to allow us to share
this information with age fotostock’s partners, subsidiaries, affiliates, any third party content provider,

necessary payment processors or third parties whose services are required to carry out Client’s order.
We also reserve the right to disclose the Client’s personal information if required to do so by law or in
order to comply with any legal process.
10.4 The Client represents and warrants to age fotostock that, prior to disclosing to age fotostock any
personal data of any individual required to fulfil this Agreement (other than the individual who accepts
this Agreement in his/her name and on his/her behalf), the Client shall notify this individual of: i)
his/her disclosure of his/her personal data to age fotostock for the purposes specified in the present
Agreement, ii) the personal data which is being disclosed in this regard and; iii) age fotostock's identity
and address. The Client accepts and agrees to indemnify and hold harmless age fotostock for their
failure to comply with this obligation.
10.5 The Client may, at any time, access, correct, update or require us to delete his personal data by
sending a petition by e-mail to the attention of our legal department at legal@agefotostock.com or by
regular mail to the following address: Buenaventura Muñoz, 16, 08018 Barcelona, Spain.
XI. Unauthorized uses and Indemnification
11.1 Any use of any Visual Content in a manner not expressly authorized by/or in breach of the
present Agreement constitutes infringement of copyright, entitling age fotostock to exercise all rights
and remedies available under applicable copyright and other laws.
11.2 The Client agrees to indemnify and hold harmless age fotostock and its content providers,
officers, directors, employees, contractors, subsidiaries, partners, affiliates, licensors and distributors
or agents against all claims (including without limitation, claims by third parties), liability, damages,
judgments, settlements, costs and expenses, including reasonable legal fees and expenses, arising
out of or related to i) the Client’s breach of any terms and conditions or restrictions of the present

Agreement (including any terms, conditions and restrictions included on the Invoice); ii) the Client's
use or modification of the Visual Content or the combination of any Visual Content with any text or
other Visual Content; iii) Client's failure to obtain from third parties all necessary permissions to use
the Visual Content; and iv) any unauthorized use of the Visual Content.

XII. Severability

12.1 Should any provision of this Agreement be found invalid, illegal or unenforceable in any respect,
the validity, legality and enforceability of the remaining provisions shall not be affected and shall
remain in full force and effect. Such provisions shall be revised only to the extent necessary to make
them enforceable.

XIII. Entire Agreement, Waiver

13.1 This Agreement contains all the terms of the license agreement for the Visual Content and no
terms or conditions may be added or deleted unless made in writing and signed by an authorized
representative of both parties. In the event of any inconsistency between the terms contained herein
and the terms contained on any purchase order or other communication sent by you, the terms of this



Agreement shall govern. No action of age fotostock, other than an express written waiver, may be
construed as a waiver of any provision of this Agreement. A delay on the part of age fotostock in the
exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single
or partial exercise by age fotostock of any such rights or remedies will not preclude other or further
exercise of that right or remedy. A waiver of a right or remedy by age fotostock on any one occasion
will not be construed as a bar to or waiver of rights or remedies on any other occasion.

XIV. Law and Venue

14.1 This Agreement and all matters collateral thereto shall be governed by and construed in

accordance with the laws of the Spain, excluding the application of its conflicts of law rules, and any
dispute arising hereunder shall be litigated solely in a court of competent jurisdiction in Barcelona,
Spain.
14.2 This Agreement shall not be governed by the United Nations Convention on Contracts for the
International Sale of Goods, the application of which is expressly disclaimed