Lizenzbestimmungen

1. General

1. All offers, consignments, electronic transmissions as well as the allocation of utilization rights are exclusively provisional.This service is not granted exclusivly in connection to following the following contract conditions.
2. Variations within the customer contracts are only valid when confirmed in writing by IMAGESELECT. Contract terms of customers which are printed on order forms, delivery confirmations or other documents are hereby declared inapplicable.
3. Our Conditions of Submission and Reproduction of pictures are accepted when the ACCEPT Button is clicked and the customer has entered our online database.
4. A rejection of our conditions is only valid if photographic data or material is returned within 48 hours.
5. A rejection of our conditions is not possible if pictures are downloaded from our database.
6. Complaints regarding the contents and/or quality of the delivered material is not possible for pictures downloaded from our database.
7. Complaints regarding the contents and/or quality of delivered material, as stated under 3.2., have to be made by phone within 48 hours and confirmed in writing within 7 days. The same applies to the quality of the photographic material. If a complaint is not registered immediately, our liability for expenses already incurred or future expenses are terminated.
8. The customer must declare the intended use of our pictures before downloading or ordering. According to the customer declaration, the agency will grant permission for utilization of the delivered photographic materials. If the customer declaration does not correspond with the intended utilization, the permission for utilization is void, and the agency is not liable for compensation claims by third parties.
9. The electronic transmission or delivery of data or pictures will always remain property of IMAGESELECT digital stock photo agency GmbH. It will exclusively be offered on a temporary basis for the acqusition of utilization rights, within the legal requirements of copyright laws, and for the mentioned utilization in the

contract for use of images.

10. If data or pictures have been delivered or downloaded the following applies: The customer agrees to delete all image data received from IMAGESELECT digital stock photo agency GmbHfrom his electronical storage systems after a period of 30 days, if no further use has been agreed upon, in writing, between the customer and IMAGESELECT digital stock photo agency GmbH.

11. All received images and image data on electronic storage media must be returned after a period of 30 days if no further usage has been agreed in writing between the customer and IMAGESELECT digital stock photo agency GmbH.

12. Pictures, which the customer has acquired the agreed utilization rights by payment of a utilization fee but has not used them, have to be returned within three months after the date written on the invoice, and/or the picture data has to be deleted from the computer system of the customer.

13. Through payment of compensation and/or payment of other expenses or fees, which are charged under the terms of this contract, the customer does not acquire neither the property, nor the utilization right for data or picture material supplied by IMAGESELECT digital stock photo agency GmbH.

2. Fees

1. All utilization of our images, in whatever way, are subject to fees.

2. Fees have to be agreed prior to utilization and depend on the type of media and extend of utilization, which has to be declared to us in advance. If the customer does not inquire about a specific fee, the respective valid fee from our price list will apply. If the customer does not supply exact information regarding utilization purposes, IMAGESELECT digital stock photo agency GmbH is authorised to charge a flat fee. All offered fees, prices on lists and other documents are always without VAT and contributions to social security for artists.

3. For pictures of models, as well as air, and others with exceptional expense connected photos, an additional fee will be added to the basic fee for the respective type of utilization. The additional fee is indicated as additional information regarding the image in our database.

4. Fees are only applicable for a single utilization with a declared purpose, mentioned extend and agreed language area. Further utilization is subject to written permission which has to be granted in advance and renewed fees.

5. If an illustrated object is displayed in a new media, an additional fee is payable for the displayed photographic motive, regardless of the fee already paid in connection with the original use. The user must inform IMAGESELECT digital stock photo agency GmbH about the new utilization and needs a further permission for the use of an image.

6. If our material is utilized or passed on without authorization, a minimum fee of five times the basic fee is due, subject to further claims of compensation.
7. Exclusive rights have to be agreed separately and require an additional fee on top of the basic fee.
8. Fees are due at the latest, three month from the customer stated utilization, even if the publication or utilization has not taken place.
9. Pictures received for publication will be availiable to the customer for a period of 90 days after the delivery date without blocking fees (for print and slide material only). Exceptions have to be agreed separately.
10. If the planned utilization or utilization itself does not take place, the fee already paid cannot be refunded.
11. Payment of fees have to be made by stating the customer name, picture number and the name of the author.

3. Charges, Expenses

1. For all transmissions of data and delivery of data and/or images administrative charges and dispatch or transmission costs are charged. These costs will not be taken into account with possible future utilization fees. Through payment of these administrative charges the customer does not acquire utilization or ownership rights.
2. With the download, transmission or delivery of images or data, a loan relationship is established, which is free of charge until the returning date, or the date, at which the data received from IMAGESELECT digital stock photo agency GmbH has to be deleted on the customers electronic storage systems.
3. As soon as a download is started the download fee is payable. If the same customer starts a download of the same image several times until the download procedure succeeds, only one download fee will be charged.

4. Copyright and Voucher copy

1. Only the utilization of the copyright is transferred. This applies in particular to images with several copyrights. The redemption of further copyrights, as well as receipt of a publishing permission from collections, museums etc. is the responsibility of the utilizer. The rights stipulated in the contract are valid only for a single utilization. Repetitions or other extensions of the initially permitted utilization rights are subject to our prior permission. If during a utilization personal rights of a portrayed person are affected, the obtaining of the permission from the portrayed person lies within the responsibility of the utilizer. If compensation claims of the portrayed person arise because a permission has not been obtained,

IMAGESELECT digital stock photo agency GmbH is not liable. Our permission to the transfer of utilization rights is necessary if the transfer is part of a complete disposal of a company or parts of it. This clause has to be regarded as a separate agreement according to clause 34, section 4, German copyright law.

2. A distortion of the copyright protected work is not permitted. Exceptions are subject to separate agreements. If infringements against above occur, IMAGESELECT digital stock photo agency GmbH is authorised to charge five times the customary utilization fee, according to our fees laid out in our web site. Trend strange utilizations and distortions of pictures or tone as well as utilizations which could lead to the disparagement of portrayed persons, are not permitted and lead to compensation against the utilizer.

3. Storing, duplication, reproduction of our images in customer archives, as well as the distribution on to third parties is not permitted. If these terms are violated IMAGESELECT digital stock photo agency GmbH is authorised to charge a compensation fee. The Customer is obliged to inform us without request about the extent of unouthorized reproductions and stored digital data of our images. All electronic data has to be deleted and all prints, duplicates and other reproductions must be returned to IMAGESELECT digital stock photo agency GmbH after utilization.

4. The utilizer is obliged to observe the journalistic principles of the German Press Council (Press Code). The utilizer, respectively the customer is responsible for the wording. We are not liable for violation of the general personality law or copyright law by wrong arrangement or distorted meaning in pictures or wording. Only the utilizer is responsible for compensation claims from third parties if these laws are violated.

5. The publishing of pictures of prominent people is only permitted editorially and with citing of their names.

6. IMAGESELECT digital stock photo agency GmbH accepts no responsibility for any compensation claims which may results from the usage of its pictures, its software or hardware.

7. The information in the captions of the pictures has been carefully gathered by the staff of IMAGESELECT digital stock photo agency GmbH. The content of each caption in general based upon information provided by the author of the image. Responsibility for damages resulting from any incorrect description of an image, shall be limited to intention and culpable negligence.

8. We, explicitly reserve the right to refuse the transfer of secondary rights and refuse to acknowledge any clauses which state that with acceptance of a fee the further exercising of rights is ruled out.

5. Conditions of payment, place of jurisdiction, miscellaneous

1. With reference to clause 13, copyright law, we explicitly demand an agency and copyright entry, placed in a way, permitting no doubts about the relation between the picture, the agency and the copyright holder. Lists of reference are only adequate, if an unambiguous relation to the respective picture is established. In the case of a leaving out the agency name and a copyright entry, IMAGESELECT digital stock photo agency GmbH is authorised to charge a compensation fee of 100% of the respective utilization fee.

2. As far as not mentioned above, all utilization are subject to the regulations of the German copyright law.

3. According to clause 25 publishing law, two complete voucher copies or other proof of utilization have to be sent to us, prior to printing and publication, without being asked for and free of charge.

6. In case a part or parts of this general terms of trade becoming invalid all other parts remain valid.

7. This agreement shall be construed in accordance with the laws of Germany solely.

© by IMAGESELECT 1999 - 2009 | Imprint | Terms of trade | Privacy policy | Image database: AKIBASE