

Agreement on Image Usage Rights

between

Eckart Mayer Photography

c/o Grosch Postflex #2196

Emsdettener Str. 10

D-48268 Greven

GERMANY

- hereinafter referred to as "Author" -

and

Customers of the license shop on www.images4nature.com

- hereinafter referred to as "Licensee" –

§ 1 Scope of application

The subject matter of the agreement is the transfer of the rights of use defined below to photographs purchased on the above-mentioned website.

The author assures that he is the sole owner of the unrestricted rights to the offered images and is therefore entitled to grant the licensee corresponding rights of use for the offered works.

§ 2 License Terms

The licensee receives from the author only the rights of use defined below.

In principle, the licensee only acquires the right of use for the photographic work. Other rights affected in individual cases, such as trademarks, buildings, etc., must be obtained from the licensee on his own responsibility.

The rights of use according to this agreement begin after payment of the agreed license fee and the subsequent provision of the corresponding image files by email with download link.

§3 Rights of Use

On the website www.images4nature.com, different types of licenses are offered. The following applies to all variants:

In principle, the licensee acquires simple rights of use on a non-exclusive basis.

The licensee receives the image in accordance with the intended use in the resolution and file size specified in the shop and displayed in the shopping cart in .jpg format (sRGB).

When used on the web, the licensee is not permitted to allow users of the website to download the images.

The author grants the licensee the following temporally and territorially unlimited rights of use:

Business – High Resolution

(Images with 300dpi in maximum size):

The use is permitted for all media (e.g. print, murals, printed products, presentations, web). Within the same company, multiple use for different projects is possible.

Business – Internet Use

(Images with 72dpi in medium size for web and presentations)

This version includes the use of the photos on the Internet (e.B. blogs, websites, social networks) or in business presentations. Within the same company, multiple use for different projects is possible.

Private

(Images with 300dpi in medium size)

Alternatively, photographs can also be purchased for private purposes and used for all media (e.g. murals, print, web, social networks), as long as the use is purely private in nature. Commercial use, e.g. sale of articles based on the photos or integration into paid online services, websites, eCommerce shops and social media channels is not permitted.

§ 4 Copyright notice

When using images for business purposes, the author (Eckart Mayer Photography @ www.images4nature.com) must be named in a suitable form. If it is not possible directly together with the image for reasons of space or design, this can also be done in another suitable place (imprint, etc.).

For purely private use in blogs or social media, no copyright notice is required.

§ 5 Resale

The resale or free transfer of the image files to third parties is not permitted.

§6 Prohibited Use

If necessary, the photographs can be slightly modified by the licensee, used in a cropped version, or together with other images.

However, changes that modify the original image statement in such a way that the author may suffer personal disadvantages such as, e.g. damage to his reputation, are not permitted. Changes that affect further rights (e.g. of persons, trademarks, etc.) are also prohibited or only possible with the explicit written consent of the corresponding rights holders.

§7 Disclaimer

The author is in no case liable for damages caused by the direct or indirect use of the photographs.

The author also assumes no liability for the infringement of copyrights, personal rights of third parties, trademark rights and other rights or obligations. Claims for damages are excluded and the author is to be indemnified and held harmless by the licensee in all respects, unless he has acted intentionally or grossly negligently.

§8 Severability Clause

Should individual provisions of this agreement be or become invalid or incomplete, this shall not affect the validity of the other contractual passages. The invalid or incomplete provisions shall be replaced by the respective statutory provisions.