



## **Terms of Use HELLA Image Database** HELLA KGaA Hueck & Co.

(Stand 10.12.2015)

# Terms of Use and Licensing



## Hella Image Database

Terms of Use and Licensing for Image Files and Logos as shown in the HELLA Image Database.

Hella KGaA Hueck & Co., Rixbecker Str. 75, 59552 Lippstadt (hereinafter "Hella") operates on its website [www.hella-media.com](http://www.hella-media.com) an online image database which provides numerous copyright-protected photographs of Hella products as high-resolution jpegs. Hella is the owner of all rights of use under copyright laws in the images stored in the database. Hella exclusively grants registered users (hereinafter "users") access to the image database under the terms below.

### I. Subject Matter of the Agreement

- (1) Hella shall grant users a non-exclusive, non-transferable license for use of the images posted by Hella in the image database solely for the admissible uses listed below under II.
- (2) Without Hella's prior written consent, rights under this Agreement shall neither be transferred, nor sublicenses be granted.
- (3) The images shall be made available for editorial use. Editorial use shall be at hand if the images are employed in press reporting without any commercial character; thus, especially without any advertising purposes being pursued.
- (4) Only users having an ongoing business relationship with Hella KGaA Hueck & Co. shall also be allowed the advertising use of the picture material in accordance with the regulations below. Excluded in any event shall be any use in image databases, image catalogs and related image collections.
- (5) Users shall be obligated to provide complete and truthful information upon registration and advise Hella, without delay, of any changes in the data.

### II. Rights of Use

- (1) The following rights shall be transferred to all users for editorial use:
  1. The right of reproduction and dissemination,  
i.e. the right to reproduce and disseminate the picture material, within the scope of the above indicated type of license, and/or have it reproduced and/or disseminated.
  2. The right of making publicly available,  
i.e. the right to make the picture material available, within the scope of the above indicated type of license, by means of storage or, respectively, long-distance data transmission technology, with or without intermediate storage, wirelessly or by means of cable for individual retrieval.
  3. The broadcasting right,  
i.e. the right to make the picture material accessible to the public, within the scope of the above indicated type of license, in all technical processes by radio transmissions, irrespective of whether broadcasting is done by means of terrestrial radio facilities, cable television (also as far as via the telephone network) with the inclusion of cable retransmission, satellites with the inclusion of direct satellites (DBS), other data or telephone lines or networks such as ISDN, DSL, GSM, UMTS, directional radio, power lines, etc., other technical facilities, or by means of a combination of transmission paths.



4. The printing right, i.e. the right to use the picture material, within the scope of the above indicated type of license, for the manufacture, reproduction and dissemination of printed works.

5. The videography right,

i.e. the right to exploit the picture material, within the scope of the above indicated type of license, by means of duplication and dissemination on image/audio/data carriers of any kind. Videography rights shall comprise, in particular, any type of storage media (audio/visual media) (CDs, DVDs, etc.).

6. The limited editing right,

i.e. the right to edit the picture material solely as follows using image editing methods: Changing the size of the image (enlargement, reduction, trimming), conversion of color information, changing chromaticity, contrast and brightness. Hella shall reserve the right to other changes in the picture material.

(2) Users being at the same time business partners of Hella KGaA Hueck & Co., i.e. having an ongoing business relationship with Hella, shall be granted the right of advertising – in addition to the rights named under II. (1) – i.e. the right to use the picture material unchanged, within the scope of the above indicated type of license, for advertising purposes, e.g. in program previews, on television, in movie theaters, in printed works, value-added telephone services, as well as on the Internet (e.g. pop-up windows, advertising banners, etc.).

(3) Hella shall reserve, to the full extent, all other rights in images, including all copyrights, the rights of the database producer and other industrial property rights. The rights transferred under II. (1) and (2) shall not comprise in particular:

1. The right to reproduce, disseminate, broadcast or make publicly available the photographs in image databases, image catalogs or related image collections.

2. The merchandising right, i.e. the right of commercial exploitation of the picture material by selling the picture material, or the production and distribution of any type of goods which are characterized by the presentation of the picture material (e.g. posters, postcards, pieces of clothing, printed works including comics, audio media, headgear, mouse pads, buttons, etc.).

(4) All other rights to the picture material fully remain with Hella.

### III. Designation of copyright owner and Indication of Sources

(1) User shall have to name Hella – in the usual manner for the pertinent use and as far as technically possible on the image itself or at the end of the page – in the following form:

© Hella KGaA Hueck & Co.

and such that there can be no doubt in terms of the allocation to the pertinent image.

(2) When used on the Internet or in digital media, reference to Hella shall be made, moreover, in form of a link to [www.hella-media.com](http://www.hella-media.com).

### IV. Changes in the Terms of Use

(1) Hella shall be entitled to change the content of these Terms of Use with the users' consent as far as the change is reasonable taking Hella's interests into account. At the latest two weeks before the change, Hella shall inform users about the change in the Terms of Use by e-mail to the address indicated by users. Consent to changing the



Terms of Use shall be considered granted if users do not object within one month after receipt of the change notice or terminates the Agreement.

(2) In the notification about the changes, Hella shall be obligated to specifically advise users about the possibilities of objection and termination, the period of notice and the legal consequences, in particular with regard to any objection not made.

In the event that users object to a change in the Terms of Use, Hella shall have the right of extraordinary termination of the Agreement.

## V. Prohibited Use

(1) The database may be used exclusively for legally permitted purposes. It may not be used to distribute defamatory, pornographic or otherwise unlawful material, to threaten, to molest third parties, or infringe the rights of third parties (including the rights to privacy).

(2) It shall be prohibited to use the images/logos or other contents in a form or in a context which has a damaging effect in terms of reputation, e.g. regarding the products, the company or the brand name of Hella or individual persons depicted; this shall apply to the following in particular:

- Contents which may infringe rights of third parties; in particular under copyright, ancillary copyright, under the right to use a name and the trademark law, under the law of registered designs, right of ownership, right to privacy, and the competition law;
- pornographic, obscene, sexist, defamatory, libelous, racist presentations, or those injurious to minorities or religions;
- Discrimination, defamation or insults;
- False allegations;
- Libelous criticism, damage to reputation, speculations or vilifications;
- Disparagement of Hella or of the depicted persons;
- Political contributions or, respectively, advertising for political parties;
- Demands for boycott or requests for cancellations of any kind;
- Links to Internet pages with unlawful contents;
- Use of the contents for editorial purposes without indication of the following information next to the content: "© Hella KGaA Hueck & Co.";
- Unlawful communication measures, whether directly or indirectly (e.g. spamming);
- If it can be assumed that Hella or the depicted person might not agree with the publication;
- Use of the picture material for products not manufactured by Hella which gives the impression that original goods were concerned, and using the picture material in connection with trademark infringements of Hella;

Prohibited use shall include any illustrations which put Hella or this person in a situation potentially violating personal privacy; including, but not limited to, mental and physical health and social behavior, in connection with sexual or insinuated sexual activities or penchants, drug abuse, crimes, physical or mental abuse or suffering; or, respectively, any other situation which would legitimately be probably offensive for Hella or the depicted person (in particular, e.g. dating sites, escort services, erotic or adult offers, pornographic offers, websites morally harmful to juveniles).



## VI. Liability

- (1) In case of willful intent or gross negligence, Hella shall be liable unlimited for injury to life, limb or health, as well as within the scope of a warranty accepted by Hella.
- (2) In case of slightly negligently breach of an obligation which is essential for achieving the contractual purpose (cardinal obligation), Hella's liability shall be limited to the damage which is foreseeable and typical according to the type of business in question.
- (3) Any further liability by Hella shall be excluded.
- (4) The above limitation of liability shall also apply for the personal liability of Hella's employees, agents and organs.
- (5) User shall release Hella from all claims by third parties – including any possible litigation costs – which have been made or will be made due to the use of the images by User or due to a culpable breach of these Terms of Use and the rights granted above. This shall apply in particular for claims under the "right to one's own image" and for claims due to the violation of the general right to privacy or, respectively, of the depicted person(s).

## VII. Termination of Use

- (1) In case of a breach of these Terms of Use, Hella shall have the right – irrespective of any other claims – to wholly or partially block users' access with immediate effect. The blocked User shall be prohibited from registering again under a different user profile or from using the database in any other way.
- (2) Users as well as Hella may terminate without notice the Use Agreement at any time and without indication of the reasons. If users are not responsible for the termination, user shall have the right to further contractually use – for a period of three months – any physical pieces of duplication produced in accordance with these Terms of Use. This shall not apply if this use is opposed to a justified interest by Hella. Such justified interest is at hand, inter alia, if the further use of the picture material or the products depicted in the picture material were to violate statutory regulations, orders by the authorities or third-party rights.
- (3) Commercial access and thus the right to advertisement shall be limited to users having an ongoing business relationship with Hella KGaA Hueck & Co. There shall be no longer any right of use if the business connection ends or if Hella or, respectively, Hella KGaA Hueck & Co. prohibits the business partner to use the image database.

## VIII. Final Provisions

- (1) This Use Agreement shall be governed by the laws of the Federal Republic of Germany.
- (2) If users are business persons, a legal entity under public law or a public-law special fund, Lippstadt shall be agreed upon as the exclusive venue for all claims arising from or in connection with this Agreement. This shall also apply vis-à-vis persons not having any general venue in Germany or persons who, after conclusion of the Agreement, changed their domicile or habitual place of residence to abroad or whose domicile or habitual place of residence is unknown at the time of filing suit.
- (3) Should one or several of the above provisions be invalid, the remaining provisions shall remain unaffected thereby. By mutual consent, any invalid provisions shall be replaced by such provisions which are suitable to achieve the desired economic purpose, taking into consideration the interests of both parties.

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(4) Side arrangements to this Agreement shall only be valid if they are concluded in writing. This also applies to this writing requirement.