

# Extended License Agreement

(effective July 1, 2016)

This document ("Extended License Agreement") is very comprehensive. Read this document (the "Agreement") very carefully. If something should be unclear, please contact us using the contact form. This agreement (the "Agreement") is binding for the individual Rayk Böhm, hereinafter referred to as "Swoozo", and every member who downloads content (hereinafter "works") in the form of photos, vectors, videos, sounds (audio files) or other media content from this website. You hereby accept and agree that you are bound by this Agreement and this Agreement (Extended License Agreement) applies to each work that is downloaded from this website.

## No sale

You hereby accept and agree that no sale of the work takes place through this Agreement. All rights to works are solely granted to the Member by sublicense (see next section). The downloading member shall have no rights or claims to the work, on the work, no ownership rights to the work, no copyrights and/or other intellectual property rights.

## Sub-licence

In accordance with the provisions of this Agreement (extended license Agreement) Swoozo hereby grants to the downloading member a non-transferable sub-license that is unlimited in time and in terms of circulation. The sub-license allows the downloading member to use, duplicate and edit the downloaded works, for personal use, training purposes, teaching purposes, or in conjunction with a business operation. The downloading member has the right to sell or commercially distribute the work or any reproductions or modification thereof, by itself, as part of a group, or together with or on any commercial item or other copyrighted or author's work. The downloading member is not permitted to make further sub-licenses. The downloading member may transfer files that contain the work or parts of the work to directly connected clients or customers, or have these edited by subcontractors, if they agree to comply with the rules and regulations of this contract (extended license Agreement). The downloading member may transfer works to third parties within the normal course of business (e.g. printing shops). These third parties and/or other subcontractors have no further right to use the work and may not use the transmitted files (works) for other purposes. The downloading member has the right to acquire rights of use as described in this Agreement (extended license Agreement) for himself or on behalf of a third party (e.g. a client, customer). Note: The acquisition of rights to use for third parties (e.g. clients, customers) excludes further sub-licensing. In this case, the work may not be used by third parties independently or without proper authorization, beyond the one-time use. If a work is to be used for more than one third party (e.g. a client, a customer), a further sub-license must be purchased for each additional third party. The downloading member pays Swoozo a sub-license fee for each downloaded work. The sub-license fee must be paid before the option to download. The electronic use of the downloaded work (e.g. for websites) is limited to the size of the file that was downloaded from this website. For clarification, and taking into account the above provisions, it is intended that this sublicense includes the use, duplication and display of the works for advertisements in connection with design templates. Use for resale, reproduction, services or goods that are intended for resale, in particular commercial goods and any of the previous sales opportunities as "print-to-order" in any type of circulation (as physical items or in electronic format) is also provided with this sub-license. It is also permitted to use the downloaded work in a press release, which advertises a service or a product in the media. If a work is used by the downloading member in a press release, the distribution or sale of the work as a single file is only permitted in connection with the publication of these press releases and the work may not be used, distributed or sold elsewhere. Notwithstanding the terms contained in this Agreement (Extended License Agreement), the downloading member may use all rights under this Agreement for him- or herself, and additionally, on behalf of one (1) customer or client. If the downloading member intends to sublicense his rights and obligations to one (1) third party (a customer, a client, etc.), all rights, obligations and restrictions from this contract shall also be transferred to this one (1) third party (customer, client, etc.), but without the right to further sub-licensing. If the use of a work violates the conditions of use or other contracts and provisions of www.swoozo.com, Swoozo has the right to demand cessation of any further use of the work and/or deletion of the work. The downloading member must follow these instructions for violations immediately.

## Limitations on Use

You (the downloading member) hereby accept, agree, and guarantee that you (the downloading member) are not entitled to the following:

- (1) Sub-licensing, sale, assignment or transfer of all rights under this Agreement. Sale, licensing, or distribution of the work
- (2) To provide the work (e.g. in databases) so as to allow third parties to download or extract the work in another form
- (3) To make the work publicly accessible, for example in a downloadable format
- (4) Posting the work on forums or boards, providing the work for distribution through mobile devices (e.g. cell phones)
- (5) Use of the work together with other persons or entities other than permitted under this Agreement (Extended License Agreement)
- (6) Saving the work on more than one computer at a time (except for a backup copy)
- (7) The use in any form of slander, libel, insults, or in an obscene, offensive manner
- (8) Removal of the notice of copyright, trademark or other intellectual property rights (including backup copies)
- (9) Use of the work in trademarks, logos, design patents, company logos or service marks
- (10) Uses in connection with the work that violates the rules, laws or regulations in any applicable jurisdiction
- (11) Use of the work in the editorial or journalistic context without making the following copyright statement in the image, in the imprint or in dedicated credits: "© / copyright [alias or name of photographer] - www.swoozo.com"
- (12) Use in conjunction with the work that infringes on the intellectual property or other rights of any person or entity
- (13) Use of the work for pornographic, sexist, defamatory, racist, or religiously offensive representations

## Fees

The sub-license fee must be paid before the option to download. If the work is not published or used, Swoozo is not obliged to provide a return or refund the license fee.

## Preservation of Rights / Ownership

The downloading member accepts and agrees that all rights and claims on the downloaded work remain with Swoozo and/or the licensor. This does not include the rights and entitlements granted in this Agreement. The downloading member accepts and agrees that under this contract no rights or property rights to/for the downloaded works are transferred.

## Guarantee / Assurance

Swoozo and the downloading member hereby grant and warrant that they are authorized to enter into this Agreement.

## Compensation

You hereby accept and agree to: indemnify and defend Swoozo and their representatives, licensors and licensees (collectively, the "Indemnitees"), in respect of all claims, expenses (including all legal fees and court costs) or other liability cases, resulting from the violation of any representations, Agreements, provisions, warranties, or obligations under this Agreement by you and any use of this website (including through your membership account and its login/user data, whether or not by you, whether intentionally or not), including claims or complaints resulting from infringement of intellectual property rights, libel or other offenses, infringement of the right to the use of your personal image, infringement of the right of individuals to privacy, the distortion or alteration of works or other content. Swoozo has the right, at its sole discretion, to appoint lawyers of its choice in cases of disputes, lawsuits (or their rejoinder) or other claims which are subject to compensation by you.

## Disclaimer and Limitation of Liability

The downloading member accepts and agrees that Swoozo generally does not have authorization for representations of private (non-public) property from designers or manufacturers of commercial products (e.g. automobiles, ships, aircraft, packaging of products, trademark protected clothing or designer goods etc.), which may be depicted in some works. Purchasing/obtaining the necessary authorization is the responsibility of the downloading member. The downloading member accepts and agrees that neither Swoozo nor its agents, licensors or licensees are liable for consequential damages (accidental, direct or indirect) resulting from the use or non-use of the downloaded work. The downloading member accepts and agrees that Swoozo does not generally have the authorization to use trademarks, brand names, logos, company logos, or names in any form, or any other intellectual property of any third party that may be displayed in downloaded/uploaded works. Purchasing/obtaining the necessary release is the responsibility of the downloading member.

## Limited Warranty

Subject to the terms and conditions set forth in this Agreement, including the provisions on the limitation of liability in the disclaimer and limitation of liability clause (above), Swoozo assures that, despite contravention of the terms of the disclaimer and limitation of liability (above), the use of an unaltered work by the downloading member, in accordance with the terms of this Agreement, shall not infringe any intellectual property rights, publication rights or third party rights, and that all necessary model and property authorization (releases) are available with respect to the unmodified work. Purchasing/obtaining the necessary authorization (releases) is the responsibility of the uploading member.

## Copyright Information

If an acquired work is used in mass media (published in a blog or website, in a magazine, in a newspaper or on television), a copyright notice must be displayed next to the work. This notice must include the following text: "© / copyright [alias or name of photographer] - www.swoozo.com".

## Editorial use only

These works may include for example images of people without authorization by the models, private property, well-known brands, and other proprietary elements which Swoozo may not be permitted to advertise or use in a commercial manner.

## Contract duration / termination

This Agreement (Standard License Agreement) is concluded for an unlimited period of time, unless it is terminated in accordance with this section. Swoozo has the right to terminate this Agreement without giving any reason at any time, or for any of the following reasons (non-exhaustive list): any breaches, non-compliance with obligations, warranties, provisions or policies of

this Agreement by the downloading member. The downloading member may also terminate this Agreement at any time. Any termination/cancellation of this Agreement by Swoozo or by the downloading Member shall be communicated to the other party. The downloading member accepts and agrees that Swoozo has the right to refuse/reject the downloading of a work from this website (www.swoozo.com). Upon termination/cancellation of this Agreement (Standard License Agreement) for a work or several works by the downloading member, he/she is obligated to do the following:

- discontinue, with immediate effect, the use of the works concerned
- to make the work and, if necessary, the backup copies of the work, unusable (for example by deletion)
- to remove the work and, if necessary, the backup copies of the work from his/her possession, computer systems and storage systems (physical or electronic), and to ensure that all customers, business partners and clients of the downloading member do so as well
- cease use of the work and render unusable all copies of the work, as well as all derivatives of the work and related materials in his/her possession or under his/her control

The termination/cancellation of this contract does not release the downloading member from payment obligations, which may have arisen before this termination/cancellation. The provisions in the sections "No sale", "Preservation of rights/ownership", "Guarantee/assurance", "Compensation", "Disclaimer and limitation of liability", "Limited warranty", "Termination/cancellation of contract", "For editorial use only", and "Other provisions" shall continue to apply after termination of this Agreement. The downloading member must assure Swoozo in writing of having rendered the works and/or associated materials unusable upon request by Swoozo.

**Other provisions**

This license Agreement is subject exclusively to the substantive law of the Federal Republic of Germany, with the exception of the UN Agreement on the International Sale of Goods. The contractual relationship between the user and Swoozo shall be governed by the laws of the Federal Republic of Germany. Where permissible, the court of jurisdiction is Berlin. If the user is a merchant within the meaning of the German Commercial Code, a legal person of public law or a public-law fund or if the user has no general jurisdiction in the Federal Republic, the parties hereby agree that Berlin is the court of jurisdiction for all disputes arising from the use of this website (www.swoozo.com). Swoozo is entitled, at its sole discretion, to assign any right or obligation or all its rights or obligations under this Agreement. The uploading member is not authorized to assign his/her rights or obligations under this contract. Whenever appropriate, the singular shall be taken to include the plural and vice versa, and the masculine, feminine, and neutral gender encompasses the other sexes.

Note: The original, legally binding version of this document is written in German and translations into other languages are only for the convenience of non-German speaking users. If there are any inconsistencies between the German and the translated versions, the German version shall supersede the translated version.