

Terms and conditions of Use

(effective July 1, 2020)

This document ("Terms and conditions of Use") is comprehensive. It contains important rules and regulations that affect your rights and obligations. Read these "Terms and conditions of Use" ("Agreement") carefully. If something should be unclear, please contact us using the contact form. The use of this website requires your consent to these "Terms and conditions of Use". If you do not agree with our "Terms and conditions of Use", please leave this website.

This agreement governs the use of the website www.swoozo.com, hereinafter referred to as the "website". This website is operated by Rayk Böhm, hereinafter referred to as "Swoozo".

Description of the Website and Membership

This site provides an online marketplace for uploading and downloading of works (photos, vector graphics, panorama photos, videos, sounds, etc.). Additionally, the website provides an order function. The use of the order function is subject to the "contract for use of the order function". This site is divided into a public and a members area. The public area is available to all users of this website. The public area offers, among other things, information about the website, a display of works by registered members, a search function with which works can be found, as well as the possibility to register as a member on the website. The members' area is only available to registered members. The members' area offers the same possibilities as the public area, as well as the possibility to upload their own works as well as download works by other members.

If you intend to register as a member (incl. setting up a member account) on this website (www.swoozo.com), you must first create a username and password. In the event your username has already been taken on www.swoozo.com, you will be given the option to choose another user name during the registration process. You have the option to register as a buyer or a seller. As a seller, you are simultaneously registered as a buyer. The information required for registration differs according to the desired membership type. After registration it is no longer possible to change the membership type. However, you have the possibility to open a second membership account on this website.

As a member registered as a seller, you can upload works to your account. These works are subject to the delivery contract. You can attach information such as keywords, categories, and other information to your uploaded works. This information is required to make your works accessible to other users on this website (search function). The downloading member accepts the respective "license agreements" (standard license agreement, extended license agreement) and the associated prices. A member can use the work for a particular purpose only if they paid the requisite number of "credits" (as defined below) on this site.

Swoozo reserves the right to define restrictions for uploading works.

Terms & Agreements

By using and accessing this website, you agree to the terms of this contract and accept that you are bound by it. If you do not agree with the terms and conditions of these Terms and conditions of Use (the "Agreement"), please leave and refrain from any use of this website. You must also read, accept, and agree to the following terms, conditions, and agreements to use this site: Privacy Policy, Contract Use, Standard License Agreement, Extended License Agreement, Credits Purchase Agreements, Supply Agreement
Swoozo reserves the right to amend the terms and conditions of this Agreement (the "Terms and conditions of Use") partially or entirely. These changes take effect immediately upon publication. The current status is always the one that is currently presented on this website. If you no longer agree with the changes, please cease your membership and use of www.swoozo.com. Swoozo is not obliged to inform members of changes to these Terms and conditions of Use. Members are therefore required to regularly inform themselves about the current state of these Terms and conditions of Use.

The services provided on this website are only available to persons and companies and may be used only by those who are allowed to enter into a legally binding contract under applicable law. Minors (ie persons under the age of 18) are not allowed to use this website, unless they are under the supervision of a parent or legal guardian, and this parent or legal guardian agrees with their use and is responsible for their contracts, provision, agreements, regulations, etc.

Your member account on this website may not be sold or transferred to another person or entity. If you use this site on behalf of a legal entity, you hereby represent and warrant that you hold the authorization for undertaking of such entity to this present contract.

Use of works

Works may only be downloaded according to the provisions and agreements of this contract as well as the license agreements. Works may be shared only under the terms and conditions of this Agreement and the supply and license agreements. You hereby accept and agree that no proprietary rights are transferred to works and that no sales of works may be made via this website. You hereby accept and agree that Swoozo and/or its licensors retain all ownership rights to the work. You also acknowledge and agree that all of these works are protected by copyright, trademark, or other rights of Swoozo and/or its licensors.

Restrictions and prohibitions

You accept and agree that you will not use this website in any way which is not permitted under this agreement or which violates any regulations, stipulations or laws of the respective jurisdiction. You are not authorized to upload or distribute through this website works or other content that is abusive, obscene, defamatory, offensive, etc. In addition, you are not permitted to upload or distribute through this website works or other content that is protected by copyrights, trademark rights, proprietary rights or other rights, unless you are the owner of these rights or have obtained the necessary required consent to them. Swoozo reserves the right to remove all non legally secure content or uploaded works.

You must ensure that your works or content uploaded to this website contains no viruses, worms, trojans or other harmful, malicious, or destructive code.

You are prohibited from using this website (www.swoozo.com) with fraudulent intent or in any other abusive way. Swoozo has the right to intervene with the appropriate authorities in case of suspicion of fraudulent intent or similar activities and to hand over all necessary information to the appropriate authorities.

You are prohibited from providing unauthorized access/access to any content, works, databases, software systems or other services connected to this website. You are prohibited from obtaining unauthorized access/access to the member account of another natural or legal person. You are expressly prohibited from providing false or misleading information during registration or from providing any other information required on this site, such as, fake email addresses, URL's, names, etc. Swoozo has the right to intervene with the appropriate authorities in case of suspicion of fraudulent intent or similar activities and to hand over all necessary information to the appropriate authorities.

Citing author and source

The user (buyer) must name Swoozo and the creator with the photographer name used during the upload of the picture, in the usual way and as far as technically possible, on the picture itself or at the end of the page in the following form: "© / copyright [alias or name of photographer] - www.swoozo.com "

When used on the Internet or digital media Swoozo must also be the referenced in the form of a link to www.swoozo.com. When the image is displayed in isolation by directly calling the image URL, a author designation is not required.

Legal Violations

If you see your rights infringed as the author of a work or copyright owner in your copyright protection, you have the possibility to inform us about this via the contact form. Swoozo will contact you with instructions in concerning this matter. In these cases keep the following information:

- Proof, which uniquely identifies you as author or owner of the copyright for the work.
- A detailed description as to in what way your copyright has been infringed.
- Your understanding that Swoozo will contact you and in which way (eg phone number, email address, etc.).
- A sworn statement / declaration that all information is true and that you are either the creator, the copyright owner, or the author authorized by the creator to act in his/her name/behalf.

Operation of this website

You hereby accept and agree that Swoozo is not required to review the contents of uploaded works or other content, and therefore does not accept any responsibility for these uploaded works or other content. Swoozo has the right to accept or reject uploaded works or other content, without giving reasons.

Works or other content rejected by Swoozo will not be released on this website and will be deleted automatically. You acknowledge and agree that only you are responsible for your uploaded works or other content.

You hereby accept and agree that Swoozo is not responsible or liable for the content of other websites, to which you are redirected to by hyperlink or otherwise.

Swoozo is at all times entitled to modify or cancel some or all of the services provided on this website. Swoozo is not obligated to provide or make available to you this website or parts thereof or services related to this site. You hereby accept and agree to the Swoozo has the right, at its sole discretion and without giving reasons, to block and/or terminate and delete your account (your membership).

You hereby accept and agree that Swoozo can and must store certain information about you in the form of "cookies" on its computers. The use of cookies is only in connection with this website and its functionality. Disabling or restricting the use of cookies may have a negative impact on the functionality of the website. Furthermore, you accept and agree that Swoozo may store certain information (including personal) about you on its computers within and outside of Germany. This information will be used exclusively for the operation and functionality of this website. Swoozo keeps this information about you secret, unless any laws or regulations require disclosure. Swoozo is entitled to at any time check the works uploaded, edited and approved by the user (seller) for accuracy and to make any necessary changes. These changes can affect all information entered by the user (seller) (in relation to the corresponding work), e.g. titles, keywords, categories, etc.

Payment processing, credits and credit account

All transactions carried out on this website, including the downloading and disbursements of works, are carried out using credits ("Credits"). Likewise, all transactions performed on this website are processed through your credit account (the "Credit Account"). The credit accounts of members registered as buyers only have a balance field, hereinafter referred to as "credit

account/balance". The credit accounts of members registered as vendors members have two fields. Firstly, the balance field, hereinafter called "Credit Account/Balance" and secondly the payment field, hereinafter "Credit Account/Payment".

When you download one or more works, the corresponding amount of credits will be deducted from your credit account/balance. The current prices are published under the menu item "Buy> Prices". When a registered member downloads one or more of your uploaded works, the corresponding amount of credits will be credited (added) to your credit account/payment, provided that a valid proof of payment has been received by the downloading member. The amount and the calculation of credited credits for downloaded works are published under the menu item "Sell> payout". The payment of the credits credited to your credit account/payment is made on a quarterly basis (March31 / June30 / September30 / December31). Only credited credits, which were earned by the downloading your works, can be paid out. The payment of credits earned for members within the EU (European Union) is made either to a bank account or to a PayPal account. The payment of earned credits to members outside the EU (European Union) is only made to a PayPal account. You accept and agree that credits purchased from Swoozo will not be repaid. Swoozo has the right to cancel credits credited without prior notice and withdraw them from your payout (profits) if payments have been refused by the downloaded member, in the event of fraudulent attempts or any other actions deviating from the normal operation of this site from the downloading member.

You can only purchase credits, which are intended for the purchase of works, (menu item Credits> Load Credit Account). Credits can be purchased in different currencies and with different payment systems. The current accepted currencies and payment systems are listed under the menu item "Credit> Load Credit Account". Credits you purchase will be credited to your credit account/balance only after receipt of your payment.

Membership Account

You hereby accept and agree that the login data (username and password) that you choose for the use of the member account provided by Swoozo will be kept secret. Your username and password are for you alone and may not be made available to another person or entity. You hereby agree and agree that only you are responsible for the use of your member account and its login data (username and password). By registering (setting up a member account), Swoozo receives conclusive evidence that you have used this website.

Guarantee

In addition to the above terms, rules and regulations, Swoozo as well as you declare and guarantee that you are entitled to conclude this Agreement.

Remuneration

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 in the violation of any representations, agreements, provisions, warranties, or obligations under this Agreement by you and any use of this site (including 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 law in one's own image, infringement of the right of the individual to its privacy, 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

You hereby acknowledge and agree that neither Swoozo nor its agents, licensors or licensees are liable for consequential damages (accidental, direct or indirect) arising from the use of this website. Swoozo and its agents, as well as all employees, are not responsible for any kind of malfunction or disruption of functions / services on this site, which could result in the loss of business information, the loss of disbursement through sale (profit) or other financial loss even if previously warned of such damages, or their formation. Swoozo can not guarantee that uploaded works or other content are free of viruses, trojan horses, worms, or other malicious, harmful, destructive code. Swoozo and its agents, as well as all employees, can not be held liable if viruses, Trojan horses, worms or other malicious, harmful, destructive code causes damage in any form. Swoozo can not guarantee that all users of this website will take your copyrights, trademark rights or other intellectual property rights into account. Swoozo and their representatives, and all employees can therefore not be held responsible if your copyright, trademark or other intellectual property rights are infringed upon in any form. Swoozo assumes no responsibility for the works uploaded on this website and their content.

Term and Termination of membership

This agreement (the "Terms and conditions of Use") is permanent, unless terminated as described in this section. This Agreement may be terminated by Swoozo without giving any reason and at any time, including but not limited to, in the event of any breach, obligations, warranties, provisions or policies of this Agreement by you. You may terminate this agreement without stating any reasons and at any time by logging into your member account using your username and password, and from the menu item "My account> Delete account!" (My account> Delete account) and by following the prompts. Upon termination by Swoozo or by you, Swoozo reserves the right to deactivate your user name and password. You hereby accept and agree that your (if available) Purchased Credits expire on termination by you. In the event of termination of the contract (Account Deletion):

- Your account and password are disabled
- Your username will be deactivated
- All of your uploaded works and other contents on this site will be deleted after 30 days
- Forfeiture of all Purchased Credits (credit account/balance)
- You will be paid all credits from the credit account/payment until the respective end of the quarter

The provisions in the sections: Member's account, compensation, exclusion of liability and limitation of liability", term of contract and termination of your membership, and other provisions, shall continue to apply after termination of this contract. Termination of this Agreement does not release you from obligations arising from your membership on this website, e.g. payment obligations to Swoozo, or other obligations arising from other contracts valid on this website.

Database Right

The downloadable works on this website represent a copyrighted database as a whole. It is forbidden to take or modify this database in its structure in whole or in part without the consent of Swoozo.

Severability Clause

Should any provisions of these Terms and conditions of Use be wholly or partly invalid or lose their legal validity later, this shall not otherwise affect the validity of the Terms and conditions of Use.

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 in the meaning of the German Commercial Code, a legal person of public law or a public-law fund or has no general jurisdiction in the Federal Republic, it agrees that Berlin is the court of jurisdiction for all disputes arising from the use of this website (www.swoozo.com). 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 for non German speaking users. If there are any inconsistencies between the German and the translated version, the German version supersedes the translated version.