

Supply Agreement

(effective July 1, 2016)

This document ("Supply Agreement") is very extensive. Read this document (the "Agreement") very carefully. If something should be unclear, please contact us using the contact form. This agreement (the "Agreement") contains rules and regulations covering the provision of files by registered sellers, and supplements the terms of use, licence agreements and other agreements, rules and regulations in force on this website. This agreement (the "Agreement") is binding for the individual Rayk Böhm (hereinafter referred to as "Swoozo") and each member registered as a seller who uploads content to the website and offers it for sale there - hereinafter "files" or "works" - in the form of photos, vectors, videos, sounds (audio files), or other media content.

Basic terms and regulations

This agreement (the "Agreement") sets out the legal relationship between Swoozo and the supplier (member registered as a seller) of files to this website. On accepting the terms of this agreement a member registered as a seller can upload files to this website and offer them for sale. This agreement comes into force on the completion of registration as a seller.

Supply of files

Suppliers of works upload their files to this website (www.swoozo.com) using the technical facilities provided by Swoozo. Swoozo has the sole right to decide which files are suitable for placing on this website. Swoozo and the member (supplier) uploading files agree that all uploaded works (files) of the uploading member are subject to the rules, regulations and agreements of this website.

Requirements for uploading of works (files)

When uploading files the registered supplier accepts and warrants that:

- All uploaded files were created by the member and / or the member has all the necessary copyright and related rights to these files.
- The file (the work) has not been and is not used by the copyright owner or by third parties for the creation of logos, trademarks or other registered ownership rights.
- Uploaded files must not contain pictures of property which is licenced or otherwise protected, except for files to which the supplier has the required rights, consents, authorisations, licences to copy and distribute them.
- For all uploaded files which depict people or property, the supplier must - before uploading them - secure the necessary releases to copy and distribute these files.
- A supplier who represents the interests of a company, shop or the like must ensure and verify that all the necessary documents relating to copyright and / or related rights are available for these files, including the right to use the file for commercial purposes (e.g. resale).

Assignment of authorisation

The uploading member (supplier) empowers Swoozo to issue licences to third parties. In addition Swoozo and the licence owner have the right to use, reproduce, publish, edit, compress, place, transfer, download and sell copies of these files, and to publicly exhibit and display them. In addition, the supplier of files (works) provides end users with a permanent and worldwide (sub)licence in full compliance with the terms of the standard and extended licence agreement.

Intellectual property

The supplier (member registered as a seller) accepts and agrees that it is forbidden to upload files (works) in violation of copyright, patent, trademark, ownership or other similar and applicable rights or proprietary rights. The supplier (member registered as a seller) accepts and agrees that neither Swoozo nor its employees can be held liable for direct or indirect damage caused by intentional or accidental actions that may arise from the use of this website. Files that are marked "Editorial purpose only" are transmitted under the standard licence and may not be used for commercial or advertising purposes.

Declaration and warranty

On accepting (registration) these contractual terms the supplier (member registered as a seller) warrants the following:

The supplier is the sole owner of the files, has the right to assign licence rights under the terms of this supply agreement, and agrees not to transfer any rights to a file which violates the terms of this agreement. No files (works) which are uploaded to this website (www.swoozo.com) may contain protective features or other mechanisms which prevent or complicate the processing or copying of these files. The supplied files (works) must not contain any viruses, worms, Trojan horses or other harmful, malicious or destructive codes. The supplied files (works) must not contain mechanisms, functions or devices which are intended or can be used to delete or modify this website, equipment, computer systems or content, or cause them to malfunction or cease functioning. The information about the uploaded files specified by the provider (e.g. keywords, file name etc.) must be complete and correct and must not contain false, inappropriate or contradictory information. The supplied files and the information (e.g. keywords, file name etc.) must not infringe any copyright, intellectual property, ownership or other related third-party rights. The supplied files must be original works. The supplier must not provide any files unless all the necessary documents and rights in connection with the publication and distribution of these files have been obtained. The supplier must not provide any files which are the property of other authors (unless those files are owned by a group of authors, to which the user belongs and the user owns the licence rights for these files).

Payment (profit)

The amount paid out (profit) to suppliers of files (works) can vary, depending on the type of file (photos, videos, sounds etc.), licence type (standard licence / extended licence) and the size of the file. In addition, the amount paid will depend on the price (adjustable by the supplier) set for the smallest size of a file. On this website files and their licences are paid for with so-called "credits". Credits are Swoozo's own artificial currency. For each sale of files and their licences the supplier receives credits paid to a "Credit account/payment". Profits are paid out on a quarterly basis (always on December 31, March 30, June 30, September 30, December 31). At the time of payment the supplier will receive a statement by email.

For suppliers of files from Germany the following applies:

For each sale you will be credited 50% (percent) of the price (the price of the file in credits). Each credit earned has a value of one (1) euro.

For suppliers of files outside of Germany the following applies:

For photographers based outside Germany Swoozo has to retain and pay a general income tax of 15% (§50a EStG). Depending on the double taxation treaty between Germany and the relevant third country, such tax can be claimed for on the supplier's income tax return, so that he/she may not have to pay the applicable income tax in his/her own country. Each credit earned thus has a value of a 0.85 euros.

Termination of the Agreement

This agreement (the "Supply Agreement") will continue indefinitely, unless terminated as described in this section. Swoozo has the right to terminate this agreement at any time, without providing any reason, in the event of any breach of obligations, warranties, provisions or policies of this agreement by the supplier. This list is not exclusive. Suppliers can terminate this agreement without giving any reason and at any time by signing in to their membership account on this website with their username and password, and following the instructions via the menu item "My Account" > "Delete account". Upon termination by Swoozo or by the supplier, Swoozo reserves the right to disable the user name and password and make the user name available again for new members. The provider hereby accepts and agrees that if the agreement is terminated by the supplier any purchased credits will expire. In the event of termination of the agreement (account deletion):

- the member's account and password will be deactivated and deleted
- the user name will be released for new members
- all of the works and other content uploaded to this site will be deleted after 30 days
- all purchased credits (credit account/balance) expire
- all credits from the credit account will not be paid out until the end of the respective quarter

Termination of this agreement does not release the supplier from obligations arising from membership of this website, e.g. payment obligations towards Swoozo, or other obligations arising from other agreements which apply to this website.

Limitation of liability / Disclaimer

The supplier understands the risk and responsibility for the use of this website and the services offered, and accepts responsibility for these in full. The supplier hereby acknowledges and agrees that neither Swoozo nor its agents, licensors or licensees will be liable for consequential damage (accidental, direct or indirect) arising from the use of this website by the supplier. Swoozo and its agents and employees will not be responsible for any kind of malfunction or disruption of functions / services on this website which could result in the loss of business information, the loss of payment for sales (profit) or other financial loss, even if previously warning of such damage or their occurrence has been provided.

Applicable Law

This agreement is subject exclusively to the substantive law of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods. The contractual relationship between the user and Swoozo will be governed by the laws of the Federal Republic of Germany. Where permissible, the court of jurisdiction will be Berlin. If the user is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a public-law fund or if the user has no general place of jurisdiction in the Federal Republic, the parties hereby agree that Berlin will be the place of jurisdiction for all disputes arising from the use of this website (www.swoozo.com).

Other provisions

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.