

Licence stipulations for use of image data bank

ADA Cosmetics International GmbH, hereafter also referred to as 'ADA', has set up an image data bank, which it has placed at the disposal of its business partners and other rights holders, available in both cases following appropriate notification, clearance and submission of password, and which allows said rights holders to either download product photos, logos, sales folder data and other image data material in low-resolution form for further processing or to order said materials in high-resolution form.

The image data contained in the image data bank and which has been made available may only be used to support sales activities related to ADA products. It is expressly stated that this right of use is not granted in respect of any other utilization of this image material.

The following licence stipulations should be construed as an offer extended to rights holders to conclude an agreement governing rights of use. The initiation of corresponding negotiations regarding rights of use constitutes acceptance of this offer:

§ 1 Granting of rights of use

ADA hereby grants rights holders a simple, non-exclusive right to reproduce and publish the image data made available, under the terms of these licence stipulations, whereby this right to use image data material is limited to support of sales activities related to ADA products.

§ 2 Duty of submission

The rights holder undertakes to submit any advertising material, containing image data made available as described above, to ADA before publication. If ADA does not object to the publication of the advertising material that has been submitted within two weeks after being notified by the rights holder, the advertising material that has been submitted may be published.

§ 3 Further processing of image data

ADA hereby grants rights holders the right to modify the selection of images drawn from the image data bank for the purposes of the adapting it for use with the corresponding selection of images. Any further processing of this image data and the images contained therein is only possible after obtaining the consent of ADA.

§ 4 Use of image material in breach of licence stipulations

- (1) Any use of the image data made available that is contrary to the terms of these licence stipulations shall immediately result in the revocation of the rights of use granted to the violating party.
- (2) Any rights of use of rights holders which derive from these licence stipulations shall continue to exist, as long as the terms of these licence stipulations continue to be observed.

§ 5 Formation of the agreement

- (1) These licence stipulations should be construed as an offer to all rights holders to conclude an agreement regarding rights of use under the terms of these stipulations.

- (2) If the rights holder distributes, modifies or makes the image data publically accessible or if the rights holder reproduces said data in a way that exceeds the scope of use as defined under the terms of these stipulations, the rights holder shall accept these licence stipulations, and these licence stipulations shall constitute a legally binding contract between the parties from this moment onwards.
- (3) Each individual rights holder is granted the authority emanating from these licence stipulations to use image data directly from ADA.
- (4) Each rights holder undertakes to not to disclose the password it has received and which allows it to obtain access to and use the image data bank and furthermore undertakes not to communicate this password to third parties. If the rights holder's use of the image data involves contracting the services of advertising agencies or other service providers, these service providers shall, if required, contact ADA in order to obtain their own password.

§ 6 Special agreements

If the rights holder wishes to use the image data material under conditions not covered by the terms of these licence stipulations, it must conclude a separate agreement with ADA.

§ 7 Conflicting rights of third parties, state prohibitions

If, for example on account of prohibitions issued by the state, the rights holder is unable to comply with all the conditions contained in these licence stipulations, it may not continue to reproduce, distribute or publish the image data material.

§ 8 Concluding provisions

If any provisions of this agreement are or become unenforceable, this shall not affect the validity of the remaining provisions of this agreement. They should be construed by applying the principles of good faith or supplemented or replaced by new legal provisions.