

General Terms and Conditions of Business (GTCB) for Peter Widmann – Photojournalist (Wiba-Images), status 1. January 2009

Peter Widmann - Photojournalist (Hereinafter Wiba-Images) operates an image databank accessible via the internet, for the purpose of concluding transactions with third parties by granting rights of use in photographic images (in electronic form) against payment of a fee. These contractual terms and conditions regulate in particular the transfer for a fee by Wiba-Images of rights of use to the user (licensee).

This is a legally effective licence contract between you, the licensee, and Wiba-Images. By downloading digital data from our website and from the linked image databank, using information provided and visiting our websites, you declare yourself in agreement with the following contractual content. If you do not agree to our General Terms and Conditions of Business, you may not use our range of products and services. The following provisions apply to the customer and to the persons acting on behalf of the customer. The version of the GTCB valid when a contract was being concluded is always the determinative version.

1. General subject matter of contract

Wiba-Images grants you a licence for the use of images purchased by you. You may use these in accordance with the following contractual provisions. However, you will not receive any further rights in addition to the agreed rights of use. Wiba-Images retains all rights not expressly granted.

2. Licensing provisions

2.1 Royalty-free (licence-free) image data

For licence-free image data (hereinafter RF), Wiba-Images grants you the non-exclusive and nontransferable, but global and temporally unlimited right of use to use the images purchased by you in

compliance with the purposes stipulated in §3.

The purchased image data may be stored and reproduced for internal purposes, but not stored or made accessible in image databanks or similar collections of images.

2.2 Rights-managed image data (images requiring a licence)

For images requiring a licence (hereinafter RM), Wiba-Images grants you the non-exclusive and nontransferable right of use to use the images purchased by you in compliance with the purposes stipulated in §3. Exclusive rights can be requested for a fixed period of time for an additional charge.

2.3 The decision about whether the intended utilization of pictures requires explicit permission suitable for the specific utilization in terms of model release or property release (rights in one's own picture, especially in the case of persons or building interiors) can only be made by the client. Therefore we cannot guarantee the existence of a suitably valid permission unless such permission was undertaken by us in writing. Without the mentioned written undertaking any liability shall be excluded to the extent that Wiba-Images can be accused neither of intent nor of gross negligence. Wiba-Images shall not be liable for the utilization of pictorial material showing brands, trademarks or protected products, designs or graphs. The client is solely responsible for obtaining the required permissions.

2.4 Licences only become valid following receipt of payment of the full amount of the Wiba-Images bill.

Licence fees must be remitted to Wiba-Images within 14 days of purchase.

3. Intended use

3.1 All of the photographic material available in the Wiba-Images internet site is copyright-protected.

Use of the photographic material, including use in online publications or on CD ROM, is subject to a fee and only permitted with Wiba-Images' consent. This also applies to use of the photographic material

for the following purposes: private work, templates of all kinds, altered images and the use of image details which, by means of montages or similar techniques, become part of a photographic work.

3.2 All images, whether RF or RM, may only be used for the purchased and licensed purposes.

3.3 Under no circumstances may images, whether RF or RM, be supplied in connection with pornographic, slanderous, obscene, illegal or defamatory subjects, or used as political advertisements. Wiba-Images must always be consulted with regard to subjects with sensitive content, such as (though not exclusively) drugs, AIDS, abuse or sexual subjects.

3.4 If an image is used in a way which gives the impression that the persons featured in it are directly linked with a subject, a product or a service, a declaration must accompany the use, affirming that the persons featured are actors and the image is only being used for purposes of illustration.

3.5 A note is included beside every image in the detailed view stating whether a model or property release is available, i.e. if the person featured or the copyright owner agree to the image being reproduced. However, this permission must always be considered in connection with the intended use of these GTCB. Wiba-Images provides no guarantee with regard to the use of brands, people, names, trade dresses or registered, non-registered or protected artworks, buildings or designs shown in images. Should the licensee be uncertain if additional information or rights of use are to be obtained, he must discover himself or obtain legal assistance.

3.6 Under no circumstances is removal of Wiba-Images' copyright notice or all of the information stored in the image file identifying the image permitted, regardless of whether an RM or an RF image is in question.

3.7 An agency or copyright notice must be provided for each image used so that no doubt can arise with regard to classification of the image. If no copyright notice is provided, Wiba-Images is entitled to add a surcharge of 100% to the total bill.

3.8 Images or details of an image may not be included on logos or on registered brands or official stamps.

3.9 Copyright and rights of personality are not transferred under any circumstances by the purchasing of rights of use, whether in RF or RM image data. RM images must be deleted in their entirety from the customer's system following expiration of the agreed period of use. This also includes copies and details of images. RF images may be used for an unlimited period of time and on a global basis.

3.10 Use of RF image data

RF image data may be used in any print media, advertisements, PR campaigns, brochures, catalogues, reports, presentations, displays, shop windows, magazines, books, product packaging, multi-media applications, in particular web, intranet, internet and online media, as well as for all similar purposes, insofar as it was not exclusively released for editorial use.

Wiba-Images must always be contacted if uncertainty exists.

RF images may not be used for the following purposes:

- Purposes contradicting §3
- Further licensing or sub-licensing, sales and passing on to third parties
- Storing and copying the images on image databanks, network databanks, CDs/DVDs and similar storage materials in order to make images accessible to third-party users. This also includes offering images via download on websites and other multi-media applications.
- Sending images via mobile telephones. In such a case an extended, commercial licence must be obtained from Wiba-Images.
- Use in commercial products for resale, if the image is a main component of the image. This includes, for example posters, postcards and calendars. In such a case an extended, commercial licence must be obtained from Wiba-Images.
- Use of the image for advertising purposes or to make an association between the image and any companies competing with Wiba-Images. This includes above all companies active in the area of selling or negotiating image licences or images.
- RF images may only be used in the purchased image size and for the purchased purpose (print or web).

3.11 Use of RM image data

The use of images is strictly limited to the conditions provided in the bill. This includes, amongst other things, purpose, number printed, size, time, exclusiveness, medium, area and other types of use.

3.12 If the contractual provisions are not complied with, the purchased licence will be rescinded by Wiba-Images without advance notice. Subsequent to this, you must cease using the image data and return the purchased product to Wiba-Images or delete it. This applies to all reproductions created.

3.13 Wiba-Images reserves the right to remove images from its product range or to replace images.

Following notice of this change to the licence, you must declare that you are prepared to no longer use the image in question.

3.14 Two complete copies of printed media in which images are used must be sent to Wiba-Images without being requested and free of charge. This request does not apply with compelling necessity to licence-free (royalty-free(RF)) images.

4. Billing and user fees

4.1 Payment is made in accordance with the selectable payment methods. The costs arising out of an unauthorised credit card charge-back due to refusal or non-payment by the bank, or due to returned direct debits, must be borne by the customer retroactively. Where payments made by credit card and by direct debit transfer are concerned, we charge the customer's credit card or current account following the conclusion of the purchasing process on Wiba-Images.com.

4.2 A bill is drawn up by Wiba-Images when rights of use are being purchased by the customer; this bill

is a component of these GTCB. The bill contains the permissible intended use of the purchased rights of use, the user fee and any additional restrictions on use apart from those listed in these GTCB. The customer is obliged to pay the user fee for rights of use purchased in images, in accordance with the billing conditions as well as in accordance with these GTCB. Bills must be paid within 14 days; a default fee is payable thereafter. Cancellation fees total a flat rate of 50% of the amount billed (at least Euro 25.00). The customer's duty to pay the fees remains if he does not exercise the rights of use or if the purchased photographic material is not purchased.

4.3 The user fees must be agreed between Wiba-Images and the customer before the photographic material is used. The user fees depend on the use chosen by the customer. If no agreement on user fees is reached before use, the user fees valid at Wiba-Images at the time when use occurred will be charged automatically. If the details on use provided by the customer are unclear, flat-rate user fees will be charged.

4.4 Unless otherwise indicated, the prices listed by Wiba-Images in offers, price lists and other documents are valid gross VAT included.

4.5 If unauthorised use or passing on to third parties of the photographic material occurs, a contractual penalty twice the amount of the usual user fees will be charged, subject to the assertion of claims. Neither proprietary rights nor rights of use will be purchased in the photographic material by payment of this penalty. Additional claims such as compensation and legal measures remain reserved.

5. Terms of liability

5.1 Wiba-Images guarantees that the image data offered is free of defects. This guarantee is valid for

90 days following purchase. If a complaint is made, Wiba-Images will repay the paid amount within a period of 14 days or supply a version of the licensed image free of defects. However, Wiba-Images provides no warranty with regard to the quality of the images or the compatibility of the image data with different computer systems or software products.

5.2 The licensee states that he will treat confidentially password and login data enabling him to purchase image licences via the online portal. The licensee has unlimited liability for damage arising as a result of loss or misuse.

5.3 Neither Wiba-Images nor its licensor assumes any liability for casual, direct or indirect damage arising due to the image licence. This also includes liability for consequential damage, lost profits or third-party claims. Wiba-Images will not enter into any further express or tacit forms of warranty with regard to the images.

5.4 Furthermore, Wiba-Images affirms that it is entitled to grant the licences. To the best of its knowledge, though without providing a guarantee, Wiba-Images affirms that the images shown infringe neither third-party proprietary rights nor rights of personality. However, under no circumstances can claims be asserted against Wiba-Images if an image infringes third-party rights despite all security measures taken. If model or property releases were obtained, the images in question must be correspondingly labelled. However, this labelling does not represent a guarantee and must always be considered in connection with the permitted use.

5.5 The customer has no entitlement with regard to accessibility of the image databank. Furthermore, Wiba-Images has at any time the right to remove images and information from its range of products and services and to change or supplement same.

6. Data protection and safety

6.1 Personal data is stored in machine-readable form and processed on machines. This data may be assessed and evaluated for the purpose of internal marketing, but will nevertheless be treated in a strictly confidential manner and not passed on to third parties.

6.2 Wiba-Images implements all safety measures to protect the managed data while complying with the legal provisions. However, no guarantee can be provided, which means that Wiba-Images cannot assume any liability.

7. Modifications to contract

7.1 All legal and business relationships are regulated exclusively in accordance with these GTCB. As part of the legal provisions, the GTCB may be modified by Wiba-Images at any time. The version of the GTCB valid when the contract was being concluded is considered to be legally effective. Modifications or special agreements require the written form to be effective. This also applies to waiving of the requirement for the written form.

7.2 Should a provision or part of a provision of these contractual terms and conditions be or become ineffective and/or null and void, then the legal validity of the contract as a whole will remain unaffected thereby. The ineffective and/or null and void provision will be replaced by a permissible provision, which comes closest to the economic purpose strived for with the ineffective and/or null and void provision. This also applies to contractual loopholes.

8. Miscellaneous provisions

8.1 All legal relationships are exclusively subject to German law. Place of fulfilment, place of foreclosure and the exclusive place of jurisdiction for all types of procedures is D-82327 Tutzing / Starnberg.

8.2 German law also applies to deliveries to foreign countries.

8.3 Should individual provisions of this contract be invalid or impracticable, or become invalid or impracticable following conclusion of the contract, then the validity of the contract as a whole will not be affected thereby. The invalid or impracticable provision will be replaced by a valid and practicable provision whose effects most approach the economic purpose pursued by the contractual parties using the invalid or impracticable provision. This provision applies correspondingly in cases where loopholes in the contract are revealed.

Tutzing 1. January 2009

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