



## Terms of Use for Press Photos

Below you will find the Terms of Use of Mabanol GmbH & Co. KG (hereinafter referred to as the „Rights Holder“) for photos to be made available to you as the user for a requested use.

Photos of the Rights Holder will only be made available for the use requested in advance if the following terms of use are accepted in advance. A violation of the copyright may result in criminal and civil liability.

### 1. Scope of Use

The photos that are made available remain at all times the property of the Rights Holder. The User may use the photos made available by the Rights Holder solely for the purpose communicated to the Rights Holder in advance in writing and to which the Rights Holder agreed. All other use is prohibited and requires the prior written approval of the Rights Holder upon knowledge of the additional area of use.

The photos may only be used in their entirety. The respective visual message must not be changed. Any changes to the photo require prior written approval.

The User may not reproduce the photos beyond the approved purpose or permanently store them, make them available for use to third parties or enter into sublicense or similar agreements or infringe the existing copyrights in any other way without the prior express written consent of the Rights Holder.

### 2. Gratuitousness

The limited rights of use are transferred gratuitously. The User undertakes to make one specimen copy available to the Rights Holder free of charge or, with respect to online publications, to refer to them by providing a respective link and where applicable to provide access to the website to the Rights Holder, as applicable.

### 3. Indication of Source

The photos may only be used if you credit the respective source; this information can be found in the detailed information provided for each image. The company names specified there must not be abbreviated or changed and must be added to the image in such a way that they are clearly visible.

### 4. Compensatory Damages/Exemption from Liability

The Rights Holder disclaims all warranties and the liability of the Rights Holder shall be limited to cases of intent and gross negligence as well as injuries to the life, body or health of any person.

The User shall indemnify the Rights Holder and its affiliated companies against any damages caused by the use.

### 5. Final Provisions

If the User is an „entrepreneur“ within the meaning of Section 14 BGB (German Civil Code), the parties agree that the place of jurisdiction shall be Hamburg, Germany. This agreement is governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

If any of the provisions of these Terms of Use is ineffective, this shall not affect the effectiveness of the remaining provisions. In this event, the ineffective provision shall be replaced with a provision that is in accordance with the general purpose of this agreement and applicable law.

Any changes or supplements to these terms must be made in writing. The same applies to a cancellation of this written form requirement.