

STABILA Media Data - Terms of use (Issue date: July 2018)

The content - photographs, any other images, artwork, videos and text (hereinafter referred to as "Media Data") - available for download on the STABILA media database or provided by STABILA in any other way is protected under copyright law and use thereof is subject to the provisions within these terms of use. The term "use" as it appears within the following provisions encompasses the acts of downloading Media Data as well as reproducing, editing, sharing and publishing Media Data in any way and in any technical format. Prior to downloading Media Data for the first time or using Media Data in any way, the user shall acknowledge these terms of use as a binding agreement between them and STABILA Messgeräte Gustav Ullrich GmbH (hereinafter referred to as "STABILA").

1. STABILA shall grant the user authorisation to use the Media Data free of charge for the following purposes:
 - a) use for the commercial marketing, offering and selling of STABILA products
 - b) use for the addition of images to journalistic and editorial reports about STABILA or STABILA products
 - c) use for the creation of print and digital media on behalf of STABILA

Should the user wish to use the Media Data in any other way, they may submit a request to STABILA (contact: info@stabila.de) and permission must be given in writing on a case-by-case basis. STABILA shall be entitled to approve or reject requests at its own discretion and shall not be required to provide a reason either way. Should a request be approved, the user shall still be responsible for their use of the Media Data in line with the terms of use.

2. In order for users to be able to use the media database at no cost, they must first be provided with access rights. Access identification details may only ever be used by the user they are assigned to and must not be passed on to third parties. The user hereby agrees to take suitable precautions to ensure that third parties are not able to gain unauthorised access to their access identification details and in turn the databases.
3. STABILA is the copyright holder and the holder of an exclusive copyright licence for the Media Data provided by STABILA for download on the STABILA media database or any other way.
4. STABILA shall grant the user a revocable, non-transferable and non-exclusive licence for the use of the Media Data in line with the terms laid out within this agreement and within the scope of the purpose specified in Section 1. However, this does not mean that the user has any legal claim to the use of the media database or the receipt or delivery of STABILA Media Data.
5. The user may not use the Media Data for any purpose other than those specified in Section 1 at any time and hereby agrees to not take any action that might be in breach of the content or purpose of this agreement. The user shall refrain from any activity that it could be reasonably expected might in all likelihood have a detrimental effect on the value, validity or enforceability of copyright or on STABILA's position as the holder of said copyright.
6. The user shall be solely responsible for their own use of the Media Data. The user must comply with these terms of use as well as generally applicable laws and any other binding legislation or regulations when making use of the Media Data. In particular, the user shall uphold the rights of third parties (e.g. privacy rights, personality rights, copyright, trade mark rights) and ensure compliance with the provisions of criminal law and youth protection regulations when making use of the Media Data. Any use contrary to law may be prosecuted under civil and criminal law in

accordance with generally applicable laws and these terms of use. STABILA shall not be liable for any claims arising as a result of the Media Data being used contrary to law. This liability exclusion shall not be applicable if STABILA and/or its employees have themselves acted with wilful intent or gross negligence.

The user shall indemnify STABILA against all third-party claims raised in relation to alleged or actual legal violations and/or infringement of the rights of third parties resulting from actions taken by the user in relation to the use of the Media Data and/or the content input by the user or party.

In this case, the user shall be obliged to reimburse STABILA for any costs incurred as a result of the legal violation, including the costs of legal defence. Further claims for damages on the part of STABILA shall remain unaffected.

7. In individual cases, an agreement may be made with photographers granting them authorisation to use photographs for a limited period of time. The relevant information is provided for each of the photographs available. The user shall only be entitled to use these photographs until the period of use specified for each photograph has come to an end.
8. The user shall not be permitted to transfer the rights granted to them to third parties. The only exception to this provision is the transfer of Media Data to companies commissioned by the user to perform the production/technical work involved with use permitted in accordance with these terms of use and generally applicable laws/legislation and regulations. For this purpose, companies in this situation shall also be permitted to download Media Data themselves provided that the files are fully deleted as soon as the work has been completed.
9. Photographs may not be edited or altered if this will change the basic content of the image, the message conveyed by the image or the identity of a product shown in the image; if this will distance the messages and content of the image from the STABILA brand (especially the logo); or if this will infringe upon the rights of third parties or the legitimate interests of STABILA.
10. By using the provided Media Data, the user accepts the provisions laid out within these terms of use. In the event that the purpose as per Section 1 ceases to exist, continued use of the Media Data shall be forbidden. STABILA reserves the right to forbid the use of the Media Data in an isolated case or to forbid the user from using the Media Data altogether in future if there is good cause. Good cause includes in particular a breach of these terms of use, the law or other legislation and regulations. In this case, the user must refrain from any further use of the Media Data and fully delete any of the Media Data they already have in their possession (downloads). Any use within online media, such as on the internet, must be ceased immediately and the corresponding stored Media Data deleted. Any physical (e.g. printed) products that are already complete may continue to be circulated provided that they were produced and offered/sold in line with the provisions laid out within these terms of use and provided that this does not result in infringement upon the rights of third parties and/or a breach of a court/contractual cease-and-desist order.
11. In the event of a breach of these terms of use, STABILA shall be entitled to demand that the user recalls and corrects any of its products displaying any of the Media Data or ceases circulation thereof entirely and bears the costs for any such actions. STABILA also reserves the right to legal claims in this case, including in particular claims for damages. Furthermore, STABILA and the photographers/image creators reserve the right to legal claims, including in particular the right to an injunction/removal and other claims for damages. Upon request, the user shall be obliged to provide STABILA with full and honest details – in writing and without delay – about the nature and extent of their unauthorised use as well as any further information that may be required to enforce

or defend against claims. The user shall also be required to make a written statement affirming that the information they have provided is complete and accurate upon request.

12. The user hereby agrees to provide STABILA with compensation for all claims, legal action, losses, damages and expenses (including but not limited to court costs and legal fees) in relation to the actions of the user in connection with or on the basis of this agreement and to indemnify STABILA.
13. The user must inform STABILA immediately in writing of any infringement of or objection to STABILA's right to copyright that comes to their attention. STABILA shall have the exclusive right to take defensive action or initiate proceedings against infringing parties, but is not obliged to do so.
14. The Media Data made available has been produced on the basis of best judgement and best use of the knowledge available. However, STABILA shall accept no liability for the continuous availability of the data, errors within the data or any resulting system errors or malfunctions. This liability exclusion shall not be applicable if STABILA and/or its employees have themselves acted with wilful intent or gross negligence.

The liability assumed by STABILA for breaches of obligations as a result of ordinary negligence shall be limited to direct damage that is typical of the contract and could have been foreseen, provided that damages relating to injury to life and limb and guarantees are not involved and provided that claims under the German Product Liability Act are not affected. Furthermore, liability for breaches of obligations which need to be fulfilled in order for the agreement to be implemented properly and which the user can reasonably expect to be complied with shall remain unaffected. The same shall apply for breaches of obligations by vicarious agents acting on behalf of STABILA.

The operator shall make all reasonable efforts to ensure that the media database is not affected by any known computer viruses. However, the user hereby accepts that it is technically impossible to guarantee that there will never be any viruses. For this reason, any claims made against the operator as a result of a device getting a computer virus from use of the Media Data shall be excluded. Compensation for the loss of data is also covered by this provision.

STABILA shall accept no liability for interruptions to the use of the media database for technical or legal reasons, such as the server being down or the software crashing.

The aforementioned liability exclusion applies to all types of damages and in particular to those that may arise as a result of transmission faults, delays or interruptions, faults with the technical equipment and service, content that is not accurate or functional, loss or deletion of data or viruses, and to those that may be linked in any other way to the use of this online service.

15. Furthermore, STABILA shall not accept any liability for the Media Data being up-to-date after the user has downloaded it from the media database or has received it in any other way from STABILA. It is the user's responsibility to ensure that data is kept up-to-date by running downloads on a regular basis or request up-to-date data from STABILA.
16. STABILA reserves the right to change these terms of use at any time without having to specify a reason for doing so, unless the change in question is considered unreasonable on the part of the user. STABILA shall inform the user of changes to the terms of use without delay. If the user does not object to the validity of the changes to the terms of use within two weeks, the amended terms of use shall be deemed to have been accepted by the user. STABILA hereby agrees to contact the user specifically to inform them of the consequences of their actions in this regard at the start of the two-week period.
17. The law of the Federal Republic of Germany shall apply, with the exception of the UN Convention on Contracts for the International Sale of Goods. It is hereby agreed that the place of jurisdiction

for any disputes arising in connection with the use of the Media Data and these terms of use is, to the extent permitted by law, Landau in the Palatinate region of Germany.

18. All of the provisions within this agreement are independent and severable. If any provision of this agreement is found to be invalid or unenforceable, the parties agree to replace said provision with a valid and enforceable provision that corresponds as closely as possible to the intended economic purpose of the original provision.