

EULA: End User License Agreement for "Royalty Free License"

With the following End User License Agreement the terms, provisions and conditions are predefined, that will be granted to a customer (the licensee) within a "Royalty Free License (RF)" for the commercial use of the images and media of Alexander Rochau (the licensor).

1. Definitions

EULA	End User License Agreement – defines the "Royalty Free License", which will be offered on www.alexanderochau.de . It specifies the guidelines and restrictions for commercial / commercial use of the respective media.
Licensor	Alexander Rochau, the photographer, copyright-holder and operator, who provides his pictures and media at the website www.alexanderochau.de .
Licensee	Every customer or legal person (such as an Institution, Company, Business Group, etc.), that acquires the rights described in this - also called purchaser or user.
Media	Synonym for all terms such as Photos, Pictures, etc.
Royalty Free License	Name of the User License a Licensee can purchase with the terms and conditions laid down here for commercial use.

2. EULA – ToB

EULA is an extension and specification of the Terms of Business (ToB) of www.alexanderochau.de for the product "Royalty Free License". All agreements and conditions committed to the ToB also apply to this product unless they are extended or restricted here.

3. License Purchase on behalf of a third Party

Expressly permitted is the transfer of usage rights (sub-license) to third parties, if the purchase is part of a project commissioned by the third party and the media is used within this project.

All rights of use granted hereunder, obligations, restrictions, and express prohibitions of use will be transferred also to the client therefore. However, this terminates the right of use of the buyer, that is, he may not continue to use sublicensed media for oneself or for other projects.

4. Permitted Uses by the Purchase of a „Royalty Free License“

With the receipt of the full amount for the purchased Image size the Licensee shall be granted from the Licensor a non-exclusive and non-transferable (except see paragraph 3) world-wide right to use the downloaded media within a single project or campaign for the purposes stated below:

- print advertising and promotional materials, brochures and flyers for all types with a print run limit of 100.000 copies
- Use in printed books, magazines, periodicals and press articles, also up to a print run limit of 100.000 copies
- Promotional materials of any kind (displays, booklets, illustrations, product packaging, presentations, etc.)
- Use on the Web (e.g. for design of web pages, banners, newsletters, pdf documents, presentation templates, electronic greeting cards, etc.) up to a maximum page length of 1000 pixels

For non-listed uses or higher requirements than those described above, an "Extended License" is necessary. It is also available within the archive.

5. Uses that require an "Extended License"

- All Editions over 150.000 copies of media referred to point 3.

- Products that are intended for resale or free distribution and in which the purchased photo of this picture archive is a principal sales argument. These include postcards, calendars (also insides!), Posters, T-shirts, merchandising items such as cups, etc.
- Group-wide uses of media
- Uses in digital media templates (e.g. templates, etc.) or within a software

In cases of doubt, a written agreement with the licensor is recommended.

6. Specifically prohibited Uses

Each of the following uses of purchased media is expressly prohibited and may lead to legal consequences:

- Any use or publishing on social media platforms such as Facebook, YouTube, Twitter, Flickr, Pinterest, etc.
- Any form the making public of the purchased media as a stand-alone file in digital area, i.e. provision in a downloadable format.
- Prohibited is sublicensing, selling, assignment, transfer or forwarding of the license which will accomplish with this agreement
- Any use of the photo in indecent, insulting or obscene manner.
- The design may not be used in contexts violates the laws or regulations of any current jurisdiction.
- All uses which alleges to the author or persons shown in photos to be supporters of political parties, economical or any other movements or parties.
- Prohibited are any uses of the media purchased here in contexts that either denigrate or offend the licensor or the persons pictured within the photos – this explicitly include all uses in the field of eroticism and pornography, cigarette and tobacco advertising, as well as any defamatory, infringing and morally reprehensible ways of using.

Again, in cases of doubt, a written agreement with the licensor is strongly recommended before license purchase!

7. Authorship and Credits

The licensor and copyright holder in every case remains the legal and owner of the purchased media and leaves the licensee the usage rights described in paragraphs 3, 4, 5 and 6 of this document in the form of a sub-license. This is in any case exclusive type and granted to Licensee no further rights.

Any use of the purchased media must be fitted with a copyright notice. That declaration may be made directly on or in the subject (e.g. "© Alexander Rochau") or in the relevant Imprint/Credits, but with clear reference to the subject (e.g. "Photographer Photo p. xx above Alexander Rochau"). This applies in particular and without exception for web uses and in journalism or editorial contexts.

8. Damages and Compensation

All violations of points 3 to 7 can lead to claims for damages and compensation. Decisive for this are the general terms and conditions (AGB) § VIII of www.alexanderochau.de.

9. Final Note

Here should be pointed out again that this EULA always apply in connection with the Terms of Business (ToB) of www.alexanderochau.de and are to be seen as an extension of these for the "Royalty Free License".

Any changes or variations must be in written form and may be agreed any time with the licensor.