



## General Terms and Conditions (GTCs)

by "mauritus RF" (hereinafter referred to as "mRF"),  
a brand of "mauritus images"



### A. General Provisions

1. All offers and services shall be governed by the GTCs stated hereinafter. Different terms and conditions applicable to third parties are expressly rejected. Diverging terms shall only be valid subsequent to written confirmation by mRF.
2. The terms "picture" and "pictorial material" in the sense of these GTCs refer to all photographic copies and data regardless of the type of data, the data carrier as well as their production and transfer.
3. The currently applicable prices and fee information provided by mRF with respect to applicable statutory value added tax and delivery costs shall apply to all obtained services. Payment can be effected in advance (check for deposit, direct debit or credit card). Invoices are payable without any discount within 30 days after date of invoice.
4. mRF shall not assume any liability for inadequate performance unless intent or gross negligence is proven. In the event of flawed delivery mRF shall firstly have the right to provide a flawless substitute delivery. Liability shall in any case be limited to the purchase price of the respective product.
5. All services and deliveries executed by mRF, also in the case of abroad performance, shall be exclusively governed by German law. Place of jurisdiction and place of performance for both parties, to the extent that this provision is legally admissible, shall exclusively be Garmisch-Partenkirchen.
6. The person placing the order agrees to the recording and storing of his/her data for the purpose of electronic data processing of orders.
7. If any provision of these GTCs is or becomes invalid or inadmissible it shall be replaced by a valid or admissible provision which comes as close as possible to the purpose and the desired economic objective. The validity of the remaining provisions remains unaffected. The same shall apply to any missing or incomplete provision.

### B. mRF End User License Agreement

I. Important notice in breaking the CD-ROM seal, or in downloading photographs from the mRF web site, the customer acknowledges unlimited acceptance of the terms set forth in this agreement which is then considered to be legally effective.

If the customer does not agree to these terms and does not want to conclude a license agreement with mRF, he/she must immediately return the unused CD in its undamaged original packaging and/or with intact seal including all accompanying material to mRF. The purchase price will subsequently be refunded.

If the customer enters this agreement as proxy for a third party, such as his/her employer, these provisions shall also be applicable for and against any entitled third party.

All photographs contained in the mRF web site are protected by copyright. mRF and/or its contractual partners are the owners of such rights. The customer's utilization right is dependent on the payment of the full license fee, the granting by mRF as well as by adherence to the provisions of this contract.

#### II. Granting of reproduction rights

The pictures are not sold but only licensed for utilization.

mRF grants the personal, non-exclusive and non-transferable right to use and reproduce the pictures contained on the CD-ROM or the mRF web site on a worldwide and perpetual basis, in the following ways:

- a. Print usage, especially any type of printed, tangible materials including advertising, sales, etc.;
- b. Non-print usage, that is any digital or electronic material provided that no image is at a resolution greater than 480 by 640 pixels (72 dpi). Hereby it must be made obvious that the material is not intended to be downloaded or copied by any third party.

#### III. Restrictions of utilization

1. The rights granted by mRF under this agreement cannot be transferred. Their utilization is exclusively limited to utilization for an end user product also in the event of further processing. It shall not be permitted to transfer the data or pictures to third parties or to transfer utilization rights or to permit any other third-party usage.

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2. In the case of picture licensing by a company as customer, the data may be archived or incorporated into a customer-internal network as long as no more than 10 (ten) specific employees have access to such images. Utilization is, however, expressly limited to the framework determined by these GTCs.
3. The pictures must not be shared, copied or made accessible to third parties. Establishing a network of servers with or without central location, which allows third-party access, shall not be admissible.
4. You may not use the pictures as part of a service mark or trademark or infringe on any trade name, service mark or trademark.
5. You may not place the pictures online in a downloadable, FTP or other similar format.
6. You may not use the pictures in an offensive, defamatory, pornographic, fraudulent, hurtful or tortuous manner or place them in any such context. In case the planned utilization of the pictures touches upon such sensitive subjects or can be associated in such a manner, advance written permission is required. This includes but is not limited to substance abuse, physical or mental abuse, alcohol, tobacco, AIDS, cancer or other serious physical or mental ailments or the disparagement of a person or product.
7. One copy of the pictures or software may be made for backup purposes only, which shall just be used if the original copy becomes defective or otherwise irretrievably lost.
8. Upon notice of discontinuance of a license for any particular image such image must not be used in the future.

### IV. Compensation in case of violation of contract

In addition to the provisions of this contract the customer shall adhere to the general legal provisions about competition, trade marks and utility models. The customer shall be liable for any damages that mRF may suffer as a result of the violation of any such provisions by the customer.

### V. Indemnity

The customer agrees to release and hold mRF harmless from all claims for damages and liability resulting from a violation of such provisions.

### VI. Warranty

mRF warrants any CD-ROM to be free from defects in material and workmanship for 90 days from delivery. The customer's sole remedy for a breach of this warranty is the refund of the purchase price or replacement of the CD-ROM at mRF's option.

### VII. Limitation of liability

mRF shall not be liable for any potential or consequential damages in case the CD-ROM cannot be used in the intended manner, even if such risk has been indicated by the customer. In any event, the limit of mRF's liability shall be the fee paid for the particular image or CD-ROM.

### VIII. Software

All rights and data that are granted to the customer under this contract are the property of mRF and protected by copyright or other legal provisions. It shall be inadmissible to reverse engineer or rearrange data or reduce them to any other readable formats.

### IX. General provisions

1. If any provision of this agreement is or becomes invalid or inadmissible it shall be replaced by a valid or admissible provision which comes as close as possible to the purpose and the desired economic objective. The validity of the remaining provisions remains unaffected. The same shall apply to any missing or incomplete provision.
2. The implementation of this agreement shall be exclusively governed by German law, even if foreign elements are involved. To the extent that this provision is legally admissible, Garmisch-Partenkirchen shall be place of jurisdiction and place of performance.
3. If you have any questions about your rights and obligations under this contract or if you wish to claim additional rights please contact us directly. You can send us an email at [info@mauritus-rf.com](mailto:info@mauritus-rf.com) or reach us free of charge at the telephone number 00 800 - 300 90 800. From outside of Germany and Austria please call +49 (8823) 938-311. (Normal telephone rates apply.).