



## **TERMS OF USE OF THE ONLINE IMAGE LIBRARY**

### **1 GENERAL**

**1.1** Wiener Kongresszentrum Hofburg Betriebsg mbH, Heldenplatz, 1010 Wien, T. +43 1 5873666, F +43 1 5356426 (hereinafter also referred to as "HOFBURG Vienna" or „HV“) has created an online image library to make pictures available via an internet database. Image files downloaded from the HOFBURG Vienna site may be freely used subject to Section IV of these terms.

**1.2** "Use" means any form of publication of the pictorial material or any part thereof. "Use" shall also be deemed to include use in layouts, copies, projection, reproduction, printing, scanning and storage of the pictorial material on electronic storage media, even if it concerns only parts of images.

**1.3** Use of the HOFBURG Vienna image library is on a strictly non-binding and non-exclusive basis, according to the terms set out below. Any business terms of the user diverging from these terms are hereby expressly rejected.

**1.4** The User of the HOFBURG Vienna image library hereby expressly states his/her acceptance of these terms of use. "User" means anyone obtaining access to the HOFBURG Vienna image library by registering, regardless of whether he/she downloads images therefrom.

**1.5** Use of the image files stored in the HOFBURG Vienna image library is free of charge.

**1.6** Downloaded and digitally transmitted pictorial material shall at all times remain the property of the originator or HOFBURG Vienna.

### **2 INTERNET DATABASE**

**2.1** All visitors to the HOFBURG Vienna image library must register online to obtain access to it. Visitors may browse the images in the HOFBURG Vienna image library and download the images desired.

**2.2** The User shall treat the access authorisation data in confidence and shall not pass on such data to third parties. In the event that the User culpably causes the abuse of his/her authorisation data he/she shall be liable for any resultant damages or losses.

**2.3** The User is not entitled to permanent accessibility of the HOFBURG Vienna image library, and HOFBURG Vienna may, at its discretion, temporarily or permanently cease operation of the server, and may alter, delete or add to content stored on the same. The User shall be responsible for obtaining the necessary browser software. The User shall bear the provider and telecommunication charges arising from downloads.

**2.4** The image files in the HOFBURG Vienna image library may only be downloaded in the existing size formats.



**2.5** HOFBURG Vienna shall not be obliged to offer the image files in any size formats other than those in the image library, by storage on compact discs or by any other means.

### **3 LIABILITY**

**3.1** HOFBURG Vienna assumes no liability whatsoever for hardware or software malfunctions, errors or defects occurring during online picture research, data transmission or other use of the HOFBURG Vienna image library, or for any other damages or losses.

**3.2** HOFBURG Vienna, further, disclaims all liability for the fitness of images or image file sizes for the purpose intended by the User. HOFBURG Vienna provides the online image library "as is", including any errors or defects.

**3.3** HOFBURG Vienna cannot warrant that the web pages and image files in the HOFBURG Vienna image library are free of viruses, unauthorised program, Java or source code, or any other elements or components harmful to functionality or the User's business..

**3.4** The User shall be liable for any non-contractual, or otherwise illegal or abusive use of the HOFBURG Vienna image library and the images made available therein. In the event that the User uses the HOFBURG Vienna image library or the images in an improper manner he/she undertakes to indemnify and hold harmless HOFBURG Vienna against any and all losses or damages arising therefrom. The User shall, further, indemnify and hold harmless HOFBURG Vienna against any and all claims arising from use of the image library or the images, including permitted use.

### **4 RESTRICTIONS ON USE**

**4.1** To register the User must state his/her name, company/news organisation and e-mail address. Only upon registration shall the User obtain access to the HOFBURG Vienna image library.

**4.2** In the event that the details given by the User do not correspond to the actual form of use or that the User uses the material for a prohibited purpose permission to use the image library shall be deemed to have been refused.

**4.3** Data downloaded from the online image library may not be used in any manner likely to be directly prejudicial to the reputation and good standing of HOFBURG Vienna, the events held there, or the objectives of the operating company or any other public or private entity and its management.

**4.4** Data downloaded from the HOFBURG Vienna online image library may not be used for commercial purposes, i.e. as part of products intended for sale (e.g. T-shirts bearing pictures drawn from the HOFBURG Vienna image library), or for advertising purposes (e.g. inclusion of a picture from the image library in an advertising brochure). In case of doubt the User shall obtain the written permission of the HOFBURG Vienna image library for the use of the image(s) in question.

**4.5** Any and all manipulation of the images, and in particular, their distortion by copy drawing, rephotographing, photocomposing, the use of electronic aids or other means is prohibited. The use of parts of images is also prohibited. It is thus only permitted to use complete, unmanipulated images. Exceptions are only possible by separate, written agreement. The visual or textual falsification of

images, or their use in a manner degrading to the persons depicted is prohibited and shall render the User liable for damages.

**4.6** The use of images in erotic, criminal or other offensive connections, and uses that are defamatory of minorities, or ethnic, religious or other groups or are likely to be hurtful to the feelings or beliefs of members of such groups are prohibited. Neither may the personal rights of persons depicted be infringed.

**4.7** Use for journalistic purposes is permitted without prejudice to Clauses (5), (7), and (8) above. In such cases the User shall observe the Code of Ethics of the Austrian Press Council.

**4.8** In the event of use of the images in the HOFBURG Vienna image library in contravention of the above clauses the User shall pay HOFBURG Vienna a contractual penalty of EUR 2,500 (two thousand five hundred euro) per violation, indexed according to the 2005 CPI (base month August 2007) within 14 days of the request for payment. HOFBURG Vienna reserves the right to assert claims for damages in excess of this amount and to obtain an injunction requiring the User to desist from such use. Any profits made by the User through the improper direct commercial use of images in the meaning of Section IV(3) shall be remitted to HOFBURG Vienna. In such case the User shall be obliged to deliver up the invoices arising from such transactions to HOFBURG Vienna.

## **5 EXPLOITATIONS RIGHTS AND COPYRIGHTS**

**5.1** All images in the HOFBURG Vienna image library shall be treated as originals. Only the right of use attaching to the photographic copyright shall be transferred to the User. This applies, in particular, to images, the pictorial content of which is subject to an additional copyright (e.g. works of visual or performing art). The User shall be responsible for paying the additional copyright fees and securing permission to publish the images where art collections, museums, etc. are involved.

**5.2** It is prohibited to archive the pictorial material or pass it on to third parties.

**5.3** The User bears sole responsibility for the captioning of the images.

## **6 COPYRIGHT NOTICES**

**6.1** HOFBURG Vienna expressly requires the display of an agency and copyright notice (indication of source) in such manner that there can be no doubt that the notice relates to the image in question. Collective indications of source are only sufficient if these likewise leave no doubt as the attribution of each image. The User shall hold harmless and indemnify the HOFBURG Vienna against claims of third parties arising from the omission of copyright notices. "HOFBURG Vienna" and the name of the photographer shall be deemed to constitute a copyright notice.

**6.2** Clause (1) shall also apply to advertising, and insertion in television broadcasts, films or other media products in the absence of specific separate agreements.

**6.3** Unless otherwise provided for above, any and all uses of images shall be subject to the Austrian Copyright Act.



**6.4** Complete sample copies of all printed publications containing any images used shall be sent to HOFBURG Vienna unrequested and free of charge, stating which image was used in which publication, and where.

## **7 JURISDICTION, MISCELLANEOUS**

**7.1** Any agreements subsidiary to these contractual terms shall not be made except as in writing. The same shall apply to any waiver, amendment or revocation of this written form requirement.

**7.2** Austrian substantive law shall be applied to any disputes arising from the use of the HOFBURG Vienna image library. The application of Austrian law shall be deemed to be agreed even in case of the use of the image library by foreign users..

**7.3** Any litigation arising from the use of the HOFBURG Vienna image library on the basis of these terms of use shall be for the sole jurisdiction of the court of substantive competence in the 14th District of Vienna. HOFBURG Vienna may, however, proceed against the User in another domestic or foreign jurisdiction.

**7.4** In the event that any provision of these terms of use shall be invalid, HOFBURG Vienna and the User hereby expressly undertake to agree a valid provision that approximates as closely as possible to the economic purpose of the invalid provision. The validity of all the remaining provisions shall not be affected by the invalid provision.

**7.5** All rights and duties arising from these terms of use shall pass to any legal successor of HOFBURG Vienna.