

## GENERAL TERMS AND CONDITIONS

Dokumentations- und Informationszentrum München GmbH (DIZ)

Version of 1 February 2021

### License Agreement and General Terms and Conditions for Content Products of the Dokumentations- und Informationszentrum München GmbH (DIZ):

- **SZ Syndication**
- **SZ Photo**

#### § 1 General - Description of the Content Products

1. For the contractual relationship between the Dokumentations- und Informationszentrum München GmbH (DIZ) and the contractual partner, these General Terms and Conditions in the version applicable at the time of conclusion of the contract shall apply in addition to the concluded license agreement with regard to the **Content Products** described below.
2. The license agreement can be concluded for the following products:
  - a. **SZ Syndication**  
Licenses for the use of individual articles and infographics from the various editions of the Süddeutsche Zeitung and SZ.de in your analog or digital publication.
  - b. **SZ Photo**  
Purchase of licenses for the use of images from the SZ Photo image database
3. These terms and conditions apply to all license agreements, offers, deliveries and electronic transmissions of Süddeutsche Zeitung Content (such as Syndication/SZ Photo), a service of DIZ.
4. These Terms and Conditions of Business apply to this and all future business relations between DIZ and the same Customer without the need for further express inclusion.
5. DIZ does not recognize any deviating terms and conditions of the Customer. This shall also apply if the Customer makes reference to them when placing the order.
6. Special agreements are only valid with confirmation in text form.
7. Offers from DIZ are always subject to change. Contracts for the services to be provided by DIZ are concluded with SZ Syndication with the confirmation of the order or license or with SZ Photo with the acceptance of the offer to download the respective image. This also applies if the parties have previously exchanged data electronically.
8. The contractual partner and Customer within the meaning of the Terms and Conditions is always the party who places the order with DIZ for the provision of the services, in particular the licensing of material. If the Customer does not use the material for his own medium, but uses it for the medium of a third party, e.g. a customer, then the Customer is DIZ's contractual partner irrespective of this use and is liable for compliance with all obligations arising from the agreement with DIZ. This also applies if, at the request of the Customer, the invoice is to be issued directly to a third party, e.g. a customer of the Customer.

9. "Material" means photographs and/or text material.

## § 2 Registration

1. Registration for the use of the **SZ Photo** content product is made by sending the completed online registration form. When registering, truthful information must be provided. By registering, the user submits an offer to conclude a license agreement. The contract for the content product **SZ Photo** is concluded when the corresponding image is downloaded from the DIZ database.
2. No registration is required for the content product **SZ Syndication**. The usage agreement for the content product **SZ Syndication** comes into effect upon confirmation of the DIZ offer by the user/customer.
  1. These general terms and conditions are part of the concluded contract and are offered for download as PDF (this document).
  2. If a corporate customer registers, private use of the material is excluded.
  3. The DIZ has the right to reject registrations without giving reasons.
  4. It is forbidden to use the material in a way that distorts the meaning or which is known or must be assumed to have an anti-democratic, politically or religiously extreme and/or violence glorifying, pornographic and/or otherwise morally offensive orientation. DIZ reserves the right not to conclude the license agreement in cases where such use can be assumed. Furthermore, DIZ reserves the right in such cases to immediately block the user account of the person concerned.

## § 3 Remuneration - Terms of payment

1. The remuneration is to be agreed before use. The amount of the remuneration depends, among other things, on the medium in which the material is used and the type and scope of use. DIZ must be provided with concrete and truthful information on this.
2. Any use of our material is subject to license. This also applies to the use of the material as a work template, for layout purposes and customer presentations.
3. The remuneration shall be based on the use for the stated purpose and scope, the exact content of which is specified in the order or license confirmation. Any further use beyond the above-mentioned agreement or extended use is again subject to remuneration and requires the prior consent of DIZ.
4. Any exclusive rights or the agreement of blocking periods have to be expressly agreed and must be paid for additionally.
5. For the licensing of texts, infographics or similar (**SZ Syndication**) applies:
  - a. The license fees must be agreed upon before use. Until full payment of the license fee owed has been made, the Customer is not entitled to reproduce, publish or otherwise use the material without the consent of DIZ in text form. The consent must be given in text form.
  - b. Use of the Material prior to payment of the license fee violates the rights of DIZ as well as its licensors and constitutes a breach of material contractual obligations.
  - c. DIZ reserves the right to claim damages and to terminate the contract.
6. For the licensing of image material (**SZ Photo**)

- a. The remuneration for the retrieval and use of individual images will be invoiced subsequently.
  - b. The licensing of image material is retroactive and based on the user's notice of use. The same applies to the payment of the license fee.
7. The prices for the use of Content Products are subject to the applicable statutory value added tax. Any connection costs to the user's respective Internet or mobile phone provider are not included.
8. Invoices are payable without any deductions within two weeks after the invoice date.
9. If the commercially active user has his (residential) domicile abroad, the indication of the VAT ID number or the presentation of a certificate from the competent tax authority confirming the activity as an entrepreneur is required to carry out the reverse charge procedure. In any case, DIZ is entitled to the full amount of the agreed license fee.
10. For any material deliveries and transmissions, processing costs and shipping or transmission costs will be charged, which result from the type and extent of the expenses incurred. The customer acquires neither any rights of use nor ownership of the material within its payment.
11. The processing costs are based on the current price list, plus shipping and handling costs.

## § 4 Cancellation Policy and Right of Withdrawal

1. In the event that you are a consumer within the meaning of § 13 BGB (German Civil Code), i.e. if you conclude the contract for purposes that can predominantly be attributed neither to your commercial nor your self-employed professional activity, you have a right of revocation in accordance with the following provisions.

### **Cancellation policy:**

#### **Right of withdrawal**

You have the right to cancel this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of registration. In order to exercise your right of revocation, you must inform us (Dokumentations- und Informationszentrum München GmbH, Hultschiner Str. 8, 81677 Munich, Fax: 0049 -(0)89 - 2183-8626, E-Mail: archiv@sueddeutsche.de) by means of a clear declaration in writing or text form of your decision to revoke this contract. In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

#### **Consequences of withdrawal**

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

### **End of the revocation instruction**

### Sample revocation form

(If you want to cancel the contract, please fill out this form and send it back).

-To Dokumentations- und Informationszentrum München GmbH (DIZ), Hultschiner Str. 8, 81677 Munich, fax: 0049-(0)89 - 2183-8626, E-Mail: [archiv@sueddeutsche.de](mailto:archiv@sueddeutsche.de):

- I/we hereby revoke the contract concluded by me/us for the provision of the following service:

\_\_\_\_\_

- Ordered on: \_\_\_\_\_

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s)

- Date

2. As a provider of online service contracts we are obliged to inform consumers about the platform for online dispute resolution of the European Commission. You can access this platform at: <https://webgate.ec.europa.eu/odr>. However, DIZ is neither willing nor obliged to participate in dispute resolution procedures at a consumer arbitration board, unless there is a legal obligation to do so.

## § 5 Authorized use - Scope of the granted rights - Limitation of disposal - Liability for violation of third party rights

1. Subject to payment of the license fee, the user acquires a simple, time-limited right to use the licensed content product at the contractually agreed Use. The right of use is only transferred for this purpose, no other rights of use are transferred and any reproduction, distribution, digitalization, permanent storage beyond the agreed contractual purpose, regardless of the carrier medium and technical design, is not permitted, requires separate licensing and is punishable by law.
2. The material is only made available by DIZ for the contractually agreed use and must be returned immediately after use - if possible - in the form supplied by DIZ or deleted from the electronic memory of the Customer.
3. The user is not granted any ownership rights to the material.
4. Editing, alteration or manipulation in any way, especially digitally, of the copyrighted material is not permitted. Exceptions require a separate agreement. The same applies to the transfer of the material or of reprinting and usage rights to third parties.
5. Promotional use of the material is only permitted to the extent that this has been expressly approved in advance in the license confirmation.
6. Illustrations of persons may not be used in a way that establishes a relationship to a specific product or contains textual or tendentious alienation. Film images and scenes from television broadcasts may only be used in connection with reporting on the film or broadcast. The orderer is responsible for obtaining any necessary further permits.

7. DIZ does not assume any liability for the violation of third party rights, such as personal rights, intellectual property rights, design rights, trademark rights or copyrights, which are caused by the use of the material. With regard to personal rights, the customer must check the legality of an unpixelated publication of image material in a specific context and is responsible for this. In case of violation of these rights, the customer alone is responsible to third parties and liable for damages. In the event of claims by third parties, DIZ is to be fully indemnified by the customer.
8. The material may not be duplicated, scanned, or used and stored electronically in any other form without payment of an appropriate license fee. Furthermore, digital material may only be stored within the scope of the production of uses covered by the license. For example, the Material may not be used by more than one user at the same time in the context of computer networks or similar computer configurations. If the material is no longer required by the customer to fulfil the purpose of the contract, it must be deleted immediately from the storage media or the corresponding electronic storage system.
9. When using licensed text or image material, the customer is obliged to observe the journalistic principles of the German Press Council (Press Code).

## § 6 Online use

1. Unless otherwise noted at the time of conclusion of the contract, digitized material may only be reproduced once within the scope of online use. Any further or additional reproduction, such as on sub-pages of a website, requires a further license and is only permitted against additional royalty payment.
2. The use of the material in social networks must be agreed separately. Use in social media offerings is only permitted if this does not result in transfer of the rights to the content to the operator of the offer or other third parties.
3. In the case of digitized material reproduced within the scope of the agreed online use, the Customer shall ensure that the digitized material cannot be duplicated, removed, changed, redesigned or manipulated in whole or in part. In addition, the customer must ensure that the metadata (above all "title", "copyright notice" and "image text") are retained in the context of online use and are not deleted.
4. The orderer of digitized material is not permitted to store or integrate the material in a database or other storage or information retrieval system, unless this is necessary for the reproduction of the material for the agreed online use. Furthermore, any such storage or integration is only permitted to the extent that it is carried out by him or his service provider.

## § 7 Copyright notice - Specimen copies

1. The customer is obliged to provide the licensed material with a clear copyright notice which includes the name of the author as well as the addition "Süddeutsche Zeitung" or "Süddeutsche Zeitung Photo", for example as follows "*Name of the author/Süddeutsche Zeitung*".
2. If the copyright notice is omitted, DIZ is entitled to compensation in the form of a surcharge of 100% of the respective license fee. In addition, the Buyer must indemnify DIZ from all resulting claims of third parties.

3. A specimen copy of every publication in print must be sent to DIZ unsolicited and free of charge.

## § 8 Liability for damages - warranty (no obligation release declaration)

1. Liability for slightly negligent breaches of duty is excluded, unless damages from injury to life, body or health or guarantees are affected or claims under the Product Liability Act are affected. Furthermore, liability for the breach of duties, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely, remains unaffected. The same applies to breaches of duty by legal representatives or vicarious agents of DIZ.
2. Liability for culpable injury to life, body or health shall therefore remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.
3. The claim for damages in the event of a breach of an obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely, is limited to the foreseeable, typically occurring damage.
4. The DIZ does not assume any liability for performance problems caused by problems of the user during data transmission, such as connection problems with the Internet or other technical prerequisites to be created by the user for access to the database.
5. Within the scope of the legal warranty obligations, DIZ ensures that the licensed material is free of possible errors and defects. The usual care is taken with regard to the selection and maintenance of the contents. However, we cannot guarantee that the content is complete, correct or up-to-date.
6. Any defects, errors or malfunctions occurring must be reported by the customer without delay.
7. DIZ makes no other warranties, express or implied, beyond the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In particular, no liability is expressly assumed that the material does not infringe the rights of third parties, for example, personal rights, copyrights or other property rights of third parties.
8. As a matter of principle, the submission of model releases or other release declarations regarding the licensed material is not part of the contractually owed performance of DIZ. In exceptional cases and if available at all, a copy of a corresponding model release or other release declaration can be provided to the user of the material upon request.
9. By sending or making the declaration available, DIZ does not make an assurance, either implied or explicit, regarding the validity of the release declaration.
10. The Customer shall indemnify and hold DIZ harmless from and against all claims of third parties arising from the use of the licensed material by the Customer in cases where the existence and validity of a release declaration has not been expressly confirmed by DIZ in text form.
11. DIZ does not assume any liability for names, trademarks or registered or copyrighted designs or works of art that are depicted on licensed material in the event of an infringement. It is the responsibility of the Customer to ensure that all rights or consents required for the use of the licensed material are actually obtained. In the event of information on release declarations or declarations of consent being provided in error or falsified, DIZ's liability to the Customer is limited to the amount of the license fee. In all other respects, reference is made to § 4 No. 9.

## § 9 Data protection

1. The username in combination with the password serves as legitimation for the use of the content product **SZ Photo**. The password must therefore be kept in a safe place and may not be passed on to third parties. Personal data collected by DIZ and its authorized partner companies in the course of registration and for the purpose of providing digital services will not be disclosed to third parties and will only be used if the user has given his or her consent or if a legal provision requires or permits this.
2. DIZ uses the user's data only in accordance with the data protection declaration published at the following Internet address: <https://www.sz-archiv.de/privacy>

-

## § 10 Final provisions

1. This translation is provided for you for your convenience only. In the event of any difference in meaning and/or interpretation between the German version of the consent we provided to you and this translation, the German version shall prevail.
2. Should any provision of this contract be or become invalid, the validity of the remaining provisions shall not be affected. The parties agree already now to replace the invalid provision by a valid one which comes as close as possible to the economic purpose of the replaced provision. This shall also apply if any provisions of this contract should prove to be incomplete or impracticable.
3. Place of performance is Munich. If the users are merchants, legal entities under public law or special funds under public law, Munich shall be the exclusive place of jurisdiction.
4. Any disputes shall be governed exclusively by the laws of the Federal Republic of Germany, excluding all provisions of the conflict of laws rules that refer to another legal system, regardless of the legal reason. The application of the U.N. sales law is excluded.