



GENERAL TERMS AND CONDITIONS OF BUSINESS OF KEYSTONE AG FOR THE PURCHASE AND USE OF IMAGES AND VIDEOS

A) GENERAL

1. KEYSTONE AG, Grubenstrasse 45, CH-8045 Zurich, maintains the largest archive of images in Switzerland as well as a video archive. This means that KEYSTONE, with its digital database of images and videos, is able to offer customers access to the entire current production of KEYSTONE and of the partner agencies which work together with KEYSTONE as well as to all archive images already available in digital form.

All services rendered by KEYSTONE for its customers shall be subject exclusively to these General Terms and Conditions of Business (hereinafter called "the GTCB"). Terms and conditions of business of the Customer to which reference is made on order notes, delivery notes, etc. shall not apply under any circumstances.

2. Any divergent provisions or agreements require the express written consent of KEYSTONE.

B) CONCLUSION OF CONTRACT AND CONTENT

1. A contract in accordance with the provisions of these GTCB shall be established between KEYSTONE and the Customer or the party making the order through the following methods: the download of images or videos; the receipt and processing of a telephone order; or an order sent via e-mail.

The Customer receives a password from KEYSTONE when the company processes his order. With the issuance of an access password to a Customer, an agreement shall be established in accordance with the provisions of these GTCB concerning the use of the digital image database of KEYSTONE. Except as otherwise provided for in separate agreements, the agreement between KEYSTONE and its Customer will be concluded for an indefinite period. KEYSTONE and the Customer shall be entitled to terminate this agreement subject to adherence to a 6-month period of notice as of the end of each calendar year.

2. The images and videos may be used only for the agreed purpose. The contractually agreed utilization purpose of the images shall be based on the details provided by the Customer in the enquiry or in the offer and/or in the download form. In the case of an inconsistency between the details in the enquiry, the offer or the download form, the respective applicable rules contained in the price recommendations for copyright fees laid down by the Swiss Association of Photo Agencies and Archives (Schweizerische Arbeitsgemeinschaft der Bildagenturen und -archive, SAB) shall be binding. Any other or further utilization not reported by the Customer, in particular including the entering of images and videos into electronic data networks as well as their utilization and distribution in such networks, etc., shall be permitted only with the express, prior written consent of KEYSTONE.

3. With the exception of the rights to utilise images and videos granted within the framework of these GTCB, all rights (copyright utilization rights, other intangible property rights, ownership) to a website and to its content (namely images) shall be retained by KEYSTONE or the respective copyright holder. In this case, the distortion or discriminatory use of images and video material shall be prohibited. The Customer shall be liable without limitation for any use of images and videos contrary to the terms of this agreement.

C) RESEARCH

1. In the case of research performed by KEYSTONE at the request of the Customer, the level of the processing fees shall be established in accordance with the respective outlay at the normal hourly rates for the sector and not on the basis of the number of images or videos (amount of footage) made available. In every instance, the Customer shall be charged a minimum sum of CHF 70.00 for single-topic research and an additional minimum sum of CHF 30.00 per topic for every additional commissioned topic.



2. The payment of the processing fee confers neither utilization rights nor ownership rights on the Customer. The processing fees cannot be offset against the utilization fee.

D) CONDITIONS FOR ACCESS TO THE DIGITAL DATABASE

1. KEYSTONE shall charge access fees and/or download costs every time digital images, including royalty free images (Section F) and videos, are accessed. Images or videos in the aforementioned sense constitute all images, pictorial representations, illustrations and videos made available by KEYSTONE on its digital database. The accessing of images or videos shall constitute in particular every download or every “drag-and-drop”.

2. The accessing of images or videos does not convey any permission to utilise the images or videos accessed by the Customer. Any use of an image or video in any manner whatsoever (in particular publication and processing) shall be subject to the express prior consent of KEYSTONE.

E) CONDITIONS FOR THE USE OF IMAGES AND VIDEOS

1. Any use of images or videos is subject to the payment of a copyright fee. This also applies, in particular, for the use of an image or video as a template or master for drawings, caricatures, sketches, photographs as well as for layout and presentation purposes.

2. Quotes for copyright fees shall in every case constitute non-binding price guidelines. The calculation of a definitive copyright fee shall be performed only in conjunction with a specimen copy.

3. Unless otherwise expressly agreed, the calculation of the copyright fee shall be based on the respective valid price recommendations for copyright fees laid down by the Swiss Association of Photo Agencies and Archives (SAB). These price recommendations can be requested from KEYSTONE.

4. The copyright fee shall be determined in accordance with the nature and place of the utilization, the size and placement of the picture or video, the circulation and reach of the medium as well as the nature of the medium (print, Internet).

5. In the case of photo-model images, aerial images, underwater images and expedition images as well as any other images taken under unusual circumstances and incurring special costs, a surcharge shall essentially be charged in addition to the respective basic copyright fee. This also applies to images which are labelled with “Special Fees” in the “Special Instructions” field.

6. Unless otherwise agreed, the invoiced copyright fees shall cover only one-off use within the framework of the agreed purpose. Every further use (reissue/reprinting, licence issue, use on the Internet or an intranet, own advertising, etc.) shall be subject to the consent of KEYSTONE. Unless otherwise agreed, these copyright fees shall also be determined in accordance with the respective valid price recommendations for copyright fees laid down by the Swiss Association of Photo Agencies and Archives (SAB).

F) CONDITIONS FOR THE ACCESSING AND USE OF ROYALTY FREE (RF) IMAGES

1. KEYSTONE offers Royalty Free (RF) images on its database. Those images, pictorial representations, illustrations and videos (footage) which are considered as being “Royalty Free” are those which are made available on the digital database by KEYSTONE and which are designated specifically as being “Royalty Free”.

2. To access Royalty Free images or videos, a Customer must be registered with KEYSTONE via the image portal with a member login. The Customer may access Royalty Free images or videos in the same way as other KEYSTONE content subject to billing with the standard payment terms (see Section G). Access to Royalty Free images or videos is governed solely by these General Terms and Conditions of Business.



3. The accessing of Royalty Free images or videos shall constitute every download, “drag-and-drop” and every delivery of images or videos on CD-ROM. The one-off licence fees for the rights of use shall be due when the material is downloaded. On acquisition of the simple non-transferable right of use, the Customer shall be entitled to use the acquired image or video as often as desired for his own purposes. The purchaser or acquirer of the rights of use may use the image or video for both his own purposes as well as for those of his clients.

4. Use for “own purposes” shall constitute, in particular, use of the image or video for advertising and editorial purposes or for websites, brochures, general advertising material, corporate documentation, communication tools, newspapers and magazines. The re-sale of the Royalty Free image or video to third parties does not constitute use for own purposes under any circumstances. Neither is the Customer permitted to disseminate high-resolution images or videos over the Internet.

5. No copyright notice is required in the event of publication. Specimen copies must not be supplied.

G) TERMS OF PAYMENT / PRICE CHANGES

1. Unless otherwise agreed, invoices shall be due for payment within 30 days of their delivery, strictly net without deductions for cash discounts.

2. All specified prices are exclusive of VAT.

3. In the event of invoices being outstanding despite a corresponding reminder having been sent, then KEYSTONE shall be entitled without prior warning to block the Customer's access to the digital database with immediate effect.

4. KEYSTONE shall be entitled to issue invoices for additional administrative fees arising from unusual efforts which may be required, and they will be calculated in accordance with the respective outlay entailed. Such fees are applicable, for instance, when drawing up invoices for utilization notices which have not been filled out or which have not been filled out completely, for dealing with subsequently amended invoice addresses, etc.

H) RIGHTS TO IMAGES OR VIDEOS / LIABILITY

1. KEYSTONE draws attention to the fact, and the Customer takes cognisance thereof, that KEYSTONE shall in every case grant the Customer merely a right to use the images or videos. This restriction applies in particular to images or videos where further copyrights and/or other personal rights must be observed with regard to the contents (e.g. images of artworks, individuals, etc.). The Customer shall be obliged to secure the corresponding rights himself, whereby KEYSTONE may be able to support him within the framework of a separate written commission and in consideration of the corresponding remuneration of the expenses.

2. The Customer shall in every case bear full responsibility for the publication or distribution of an image or a video. KEYSTONE rejects any liability, in particular in the event of a breach of personal rights or third-party rights. The Customer undertakes to notify KEYSTONE of claims by third parties without delay.

3. Neither the archiving nor the electronic storage of the images or videos which extends beyond the initial use is permitted.

4. The duplication of image material or videos delivered in analogue or digital form shall be permitted only with the express approval of KEYSTONE. Duplicates produced by the Customer must be handed over to KEYSTONE following utilization and shall be transferred free of charge to the ownership of KEYSTONE or to the photographer or creator of the video.

5. The processing of images or videos shall be permitted only within the framework of normal editing activities. In particular, any change or processing of the images or videos by means of subsequent



photography, photo composing, electronic image processing, etc. shall be permitted only with the express written authorisation of KEYSTONE.

6. Images or videos which are integrated into printed material (e.g. lithographs) or websites and which are archived by the Customer following initial use may be published only with express authorisation and in consideration of a corresponding supplementary copyright fee.

I) MISUSE OF THE PASSWORD

KEYSTONE shall not accept any liability for misuse of the password made available to the Customer. For this reason, KEYSTONE shall in every case be entitled to invoice the Customer for the services it has rendered and which have been ordered using the Customer's password.

J) COPYRIGHT NOTICE / SPECIMEN COPY

1. In the event of publication, the copyright notice "Photo: KEYSTONE/ if necessary, the supplier/ if necessary, the agency/ if necessary, the photographer" must be appended to all images with the exception of Royalty Free images (see Section F.5). In the event of the omission of the copyright notice, KEYSTONE shall be entitled to invoice a surcharge of 100% in addition to the regular copyright fee. In the case of videos, at least the notice "produced by KEYSTONE/AWP Video" must be superimposed at the beginning or at the end.

2. With the exception of Royalty Free images, the Customer must automatically send KEYSTONE a specimen copy (printed version, PDF, link) of every publication together with details of the circulation and its reach. In the event of this not being provided, KEYSTONE shall be entitled to issue a separate invoice in consideration of its efforts to obtain the lacking information in accordance with the respective outlay.

K) MISCELLANEOUS / PLACE OF JURISDICTION

1. The exclusive place of jurisdiction and the place of performance shall be Zurich.

2. Swiss law shall also apply to deliveries made abroad.

3. The respective recommended prices for copyright fees of the Swiss Association of Photo Agencies and Archives (SAB) form an integral part of the agreement between KEYSTONE and the Customer. KEYSTONE reserves the right to adjust its prices at any time.

4. These General Terms and Conditions of Business of KEYSTONE for the purchase and use of images and videos shall replace all GTCB and delivery terms previously used by KEYSTONE.

GTCB valid from 1 January 2010

KEYSTONE AG, Grubenstrasse 45, CH-8045 Zurich