

## LFI Gallery Rules of Use

As part of the LFI Gallery our company, LFI Photographie GmbH offers you the opportunity to place your own photos on the Internet, to create profiles, and to evaluate and comment on other photos, and – where offered – to sell prints as well. By using this service, you agree to the Terms and Conditions. However, the administrators of the LFI Gallery are not in a position to check your postings before publication. In order to protect the rights of users and third parties, and also for our own protection, it is therefore necessary to stipulate a number of rules:

**1. User Responsibilities:** We are merely providing the Internet interface for the publication of third party postings, and therefore do not accept liability for any of the contents published by LFI Gallery users. A review of user-submitted content does not take place. Therefore, please note that as a user, you are fully responsible to ensure that the contents of your postings are legal, and particularly, you must observe the following:

- postings must not breach any third party copyrights and/or rights of use; you may only broadcast postings for which you own the sole copyright; and
- which do not breach the personal rights of third parties; any persons depicted on photos must have explicitly consented to publication, unless the requirements of a legal exception are met;
- postings may not contain any advertising; and
- must not be liable to corrupt the young, contain any pornographic, racist, offensive, defamatory or otherwise illegal contents.

**2. User Account:** Your user account may only be used by you personally. You must therefore ensure that third parties do not learn your password, and that third parties cannot place postings via your user account. We reserve the right to terminate your user account if content submitted by you leads to the initiation of an objection procedure pursuant to section 5.

**3. Copyright and Right of Use:** By transferring your postings to our servers, you are declaring that you may execute the rights of use for the contents. At the same time, you are granting LFI Photographie GmbH a right to use your digital photographs. This right of use includes the right to copy, distribute and to make publicly available any such contents as part of the Internet offering by the LFI Gallery and on social media platforms such as facebook and instagram with no restrictions regarding space and time. This right of use is granted free of charge. You can revoke this right of use at any time. We will then cease usage. Please understand that even if the individual work can no longer be accessed directly, works may continue to appear in different contexts until up to six months later.

**4. Breach of Third Party Rights:** If any third party claims a breach of its rights resulting from contents posted by you, we will initiate an objection procedure pursuant to section 5. Furthermore, you agree that you will give us the best possible support to counter such claims, and that you release us from any claims a third party may make against us resulting from a breach of their rights due to your postings.

### **5. Objection Procedure:**

In the event of a third party claiming the infringement of its rights by user-submitted content, we will initiate an objection procedure. In the scope of this procedure, we will check whether the alleged infringement is evident.

#### **5.1. Evident Infringement:**

An infringement is evident, if we can confirm the infringement beyond reasonable doubt without prior factual or legal review. Therefore, an infringement is especially evident in case of a user making a copy or a derivative work of copyrighted material available to the public by electronic transmission and the third party proving its authorship or similar entitlement. In case of evident infringement, we will delete the infringing content from our servers and will make sure to prevent identical infringements. Furthermore, we will take appropriate measures to prevent similar infringements.

## **5.2. Unapparent Infringement:**

In case of unapparent infringement, we will block the allegedly infringing content and inform the user about the objection. In the event of the third party providing further information proving the infringement within reasonable time, thus making the infringement evident or in case of the user not opposing the objection, we will proceed according to section 5.1. Otherwise, we will unblock the content.

Nevertheless, we reserve the right to immediately proceed according to section 5.1. in case of unapparent infringement.

**6. Data Protection:** Please note that we do not backup transferred data, and therefore do not accept liability for any data loss.

**7. Copyright and Naming Right:** In all our publications, we endeavour to observe the copyrights for photos, graphics, audio files and texts used. If you notice an image or contribution in our online offering, which breaches copyrights, naming, personal or any other rights, please notify us directly. We deal with these issues in a swift and uncomplicated manner. This applies particularly to the LFI Gallery, where we offer users the opportunity to place their own photos on the Internet themselves. This is considered third party contents, unless expressly indicated to the contrary. If you notice an illegal posting, do not hesitate to initiate an objection procedure pursuant to section 5.

In such a case, please contact:

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Apart from that, the General Terms and Conditions apply.