

Opensignage Authors License Agreement for Content

By using our Opensignage software as an author, you are acknowledging that you have read, understand and accept the terms and conditions set forth herein and agree to be bound by the following.

Dear Submitter:

THE FOLLOWING IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND OPENSIGNAGE, ("OPENSIGNAGE"). PLEASE READ THE AGREEMENT CAREFULLY AND BE SURE YOU UNDERSTAND IT FULLY. THIS AGREEMENT, WHICH MAY BE AMENDED FROM TIME TO TIME, DESCRIBES AND CONTROLS YOUR LEGAL RELATIONSHIP WITH OPENSIGNAGE, THE RIGHTS YOU ARE GRANTING TO OPENSIGNAGE IN ANY VIDEOS OR OTHER MEDIA TOGETHER WITH ANY ASSOCIATED KEYWORDS AND/OR TITLES SUBMITTED BY YOU TO OPENSIGNAGE ("CONTENT") AND WHAT USES OPENSIGNAGE MAY MAKE OF THE SUBMITTED CONTENT. THIS ELECTRONIC DOCUMENT ALSO EXPLAINS YOUR OBLIGATIONS TO OPENSIGNAGE AND OPENSIGNAGE'S OBLIGATIONS TO YOU; INCLUDING THE OBLIGATION TO PAY YOU AS HEREINAFTER SET FORTH.

OPENSIGNAGE RESERVES THE RIGHT TO MODIFY THESE TERMS AT ANY TIME AND TO NOTIFY YOU BY AN ANNOUNCEMENT ON YOUR LOGIN PAGE OF THE MODIFICATIONS. YOU AGREE TO BE BOUND BY ALL SUCH CHANGES. IF YOU DO NOT AGREE WITH ANY OF THE CHANGES PLEASE REMOVE ALL OR THAT PORTION OF YOUR SUBMITTED CONTENT TO WHICH YOU DO NOT WISH THE CHANGES TO APPLY FROM THE OPENSIGNAGE WEBSITE.

OPENSIGNAGE OPERATES A STOCK MEDIA LICENSING SERVICE. OPENSIGNAGE'S USERS PAY A FLAT FEE TO LICENSE CONTENT FROM THE OPENSIGNAGE LIBRARY. SUBSCRIBERS MAY MAKE BROAD USE OF SUCH DOWNLOADED CONTENT FOR ONE FLAT FEE AND ARE UNDER NO OBLIGATION TO INFORM OPENSIGNAGE OR YOU OF THE USES MADE OF ANY SUBMITTED CONTENT.

1. Preliminary remarks

1.1 The present agreement regulates the conditions under which the Authors (hereinafter referred to as "Authors") make their Contents such as photographs, videos (for instance films, animations), graphics, illustrations, drawings (hereinafter referred to as "Content")- made available to Opensignage (hereinafter referred to as "Opensignage"). In particular, it contains regulations on the transfer of the utilisation rights by the Authors to Opensignage and their Users (hereinafter referred to as "Users").

1.2 Users and Authors shall be jointly referred to as "Members".

1.3 The Author's Licence Contract shall apply in addition to the Terms and Conditions of Use which all Members approve of. In case of discrepancies between the Author's Licence Contract and the Terms and Conditions of Use, the provisions of the present Author's Licence Contract shall prevail.

2. Transfer of Rights

2.1 The Author transfers to Opensignage, on a non-exclusive basis, all utilisation rights to the provided Content. These utilisation rights are transferable and unrestricted as to contents, time and place.

2.2 The rights are transferred in order to grant third parties the utilisation rights pursuant to the provisions of the User Licence Contract, in order to utilise the Content for other purposes as stipulated hereinafter and in order to transfer the utilisation rights for marketing purposes, whether entirely or in part, to other photo agencies or marketing partners (hereinafter jointly referred to as "Partners"). Opensignage may also transfer the granted utilisation rights entirely or in part to a third company (such as a foreign subsidiary or an affiliated company).

2.3 The Author agrees that all licences for the Content provided by him/her may be effected without mentioning his/her name (i.e. anonymously). The Author hereby expressly waives his/her right to a credit line.

2.4 Opensignage is not obligated to exploit the transferred rights.

2.5 The transfer of the utilisation rights comprises the below stated types of use:

- limited broadcasting rights, i.e. the right to make the Contents available to the public within the framework of the type of licence as stipulated above, as often as desired, through transmissions by screen networks, by means of Opensignage player software.
- limited theatre rights (showing/cinema rights), i.e. the right to exploit the Contents for public showing - live, if applicable - in film theatres and other suitable locations (such as hospitals, residential homes, schools, vehicles, trains, aeroplanes, hotels etc. or in public locations such as streets, stations, airports, drive-in cinemas etc.). The showing may be against payment or free of charge, using only Opensignage player software.
- limited exhibition rights, i.e. the right to publicly show the Contents, whether entirely or in part, without modifications, during exhibitions, (sales) shows and similar events, by means of Opensignage player software.

2.6. the copyrights in and to all Submitted Content remain with the owner of such copyrights. Nothing contained herein shall be construed to transfer any copyrights to Opensignage.

2.7. Opensignage does not insist on an exclusive relationship with any of its submitters. While we appreciate loyalty, you are free to market any materials owned by you, including your Submitted Content, on any other website (or by any other means), whether they compete with Opensignage or not.

3. Representations

3.1 By uploading Content, the Author ensures the User and Opensignage that he/she is authorised to grant all licence rights to be granted under this agreement, and that he/she has not granted any rights or licences regarding the Content which may stand against the present agreement.

3.2 The Author furthermore guarantees towards the user and Opensignage that the Content and information he/she makes available on Opensignage do not violate any copyrights, trademark rights, privacy rights, publicity rights or other third-party rights, and that they do not offend or disrepute any third parties.

3.3. The Author furthermore guarantees towards the user and Opensignage that if Submitted Content contains music and/or lyrics, he/she owns or has acquired all rights to use such music and/or lyrics from the owner of the copyright in such music and/or lyrics;

3.4 The Authors indemnifies and holds the user and Opensignage harmless from any claims by third parties, including costs of legal action, which may have been incurred due to the culpable violation of the author's licence agreement and the above granting of rights.

3.5 Model release: To the extent to which the Content contains images of persons or groups of persons, the Author guarantees that he/she has obtained a valid and legally binding release declaration with regard to the utilisation of the image and which permits the utilisation of the Content as described in the User Licence Agreement.

3.6 Property release: To the extent to which the Content contains images of third-party property, the Author guarantees that - if this is required by law - he/she has obtained a valid and legally binding release declaration with regard to the presentation of this property from the holder of the corresponding rights. The content of this release must permit the utilisation of the Content as described in the User Licence Agreement.

3.7 The Author furthermore guarantees:

(a) that the information describing the Content provided to Opensignage is in accordance with the present agreement, does not violate any copyrights, trademark rights, privacy rights, publicity rights or other third-party rights, and does not offend or disrepute any third parties.

(b) that the Contents supplied to Opensignage do not contain any locking mechanisms or safety devices intended to prevent the Contents from being used, copied or utilised in the way as intended under this agreement.

(c) that the Contents contain all necessary descriptive information required to be able to effectively market them on the website; that all essential points of the descriptive information are complete and correct, and that they do not contain any incorrect, ambiguous or non-functional meta data, which have, or are meant to have, the effect of "keyword spamming" or which in an incorrect way alter search results which otherwise would be provided for such content.

4. Remuneration

4.1 The current prices for showing Videos as listed on the internet site at the respective time by Opensignage or its Partners shall apply. The Price List may be amended upon prior notification and at Opensignage's discretion. The changes shall be posted in good time on the website and shall become effective two weeks after posting. Should the price change to the Authors' disadvantage, the Author shall have the opportunity to extraordinarily terminate the license regarding the Content upon 2 weeks' notice. However, after expiry of this period, Opensignage and its Partners shall continue to have the right to exploit the Content at the old prices for another 3 months.

4.2 For the provision of the Content, the Author shall receive a share amounting to 50% of the net turnover from all credits paid by Users for showing that content.

4.3 Net turnover is defined as

(a) the remuneration paid by the User, less

- any User rebates granted;
- payable taxes or other charges due under applicable laws;
- lawyers' fees and other adequate fees incurred during the enforcement of the present contract or the User Licence Agreement;
- fees charged for the transaction by a financial institution (PayPal, others);
- third-party costs incurred in connection with the transaction.

(b) the remuneration paid to Opensignage by the Partners for the exploitation of the Content (= less Partner commissions).

4.4 Costs for advertising commissions (such as affiliate programs, gift promotions) shall, however, always be borne by Opensignage alone.

4.5 Remuneration is due at the beginning of the next month the content has been shown.

4.6 GOOGLE Payout of the credit balance must be applied for with Opensignage. For this purpose, the Member will have to click "Request payment" in the member area, thus applying for payout of the credit balance. The share of the income from the purchased Content will be transferred at the beginning of the month following the application, provided that the credit balance has reached a minimum value of 50 €; if the amount is below 50 €, payout of the credit can only be applied for once the credit sum has exceeded this minimum amount. Upon written request, sums below the minimum amount can be paid out by Opensignage once per quarter for a processing fee of 5 €. If the credit balance is to be transferred to an account in a foreign country, the Author shall be any costs incurred for this. Fees for payment providers such as PayPal shall be borne by Opensignage.

4.7 Opensignage shall have the right to request repayment of any remuneration already paid out, if the transaction is subsequently cancelled or is invalid (e.g. credit card chargebacks).

5. Contract term

5.1 The contract between Opensignage and the Author is concluded for an indefinite period of time. Either party may terminate the contract with regard to the entire content or with regard to individual pieces of content upon 6 months' notice with effect as of the end of a month.

5.2 Opensignage may terminate the contractual relations by sending an e-mail or a written message to the contact address last registered as the Author's address data.

5.3 This shall not affect the right to terminate the contract extraordinarily.

5.4 Upon termination of the present agreement, termination of the Terms and Conditions of Use shall be deemed to have been declared as well.

5.5 Opensignage shall be obligated to delete all the Author's Content upon the end of the contractual relations.

5.6 Opensignage shall have the right to continue licensing the Content up until the end of the contract term. Opensignage shall continue to pay the share of the credits paid by Users for showing the Content by means of their Opensignage application. Should a credit balance remain at the end of a quarter, this shall be transferred at the end of the quarter.

5.7 If the Author only wishes to have individual pieces of Content deleted from the data bank, he/she can do so himself/herself in his/her personal area. Opensignage shall delete the Content from the data bank within a maximum of 3 months, without charging a fee. Opensignage shall furthermore send the Partners a message regarding the deletion during the next update cycle (at the latest once per quarter). The Partners shall delete the Content from the data bank within a maximum of 3 months after receipt of this message. If Content is to be deleted as quickly as possible, for instance due to legal reasons, Opensignage should be informed of this immediately in writing (facsimile suffices).

5.8 Exceptions from the deletion of Content:

(a) the content preview (thumbnails) will not be deleted, but will remain on the Opensignage servers in a separate area.

(b) The related data will be preserved for administrative and tax purposes as well as for questions relating to liability for defects; however, they will no longer be displayed in the public area.

5.9 From the end of the contractual relations, the utilisation rights will no longer be granted to third parties.

5.10 Opensignage has the right to refuse to establish an account or to close any existing account, for fraud, copyright infringement, violation of a third party's rights of privacy or publicity, artificially inflating downloads, repeated submission of material that is obscene in nature, violent or that might be construed as defamatory or for any breach of the terms of this or any other agreement that you have with Opensignage. If your account is terminated for any reason you must obtain written authorization from Opensignage prior to establishing another account. If you attempt to establish another account without obtaining such authorization, Opensignage may permanently ban you from this website and its affiliated websites and services. You may not have more than one active submitter account at any time without the written consent of Opensignage in each instance. If such consent is granted, you may not submit identical content to more than one account.

6. Examination of Content, provisions on liability

6.1 Opensignage shall have the right, but not the obligation, to editorially examine any Content placed. Keywords listed by the Author may under certain circumstances be modified by Opensignage. Opensignage reserves the right to reject individual piece of Content without having to state reasons for this, or to delete Content which had already been accepted from the data bank, at any time. We would like to expressly state that Opensignage, due to the quantity of Content placed, is unable to examine all Content. The Author shall be exclusively responsible for the lawfulness of the Content as well as for his/her right to grant utilisation rights to the Content. Any liability by Opensignage in this context is hereby expressly excluded.

6.2 Should third parties assert claims against Opensignage due to a culpable violation of the Author's obligations, in particular due to violations of copyrights, personality rights, property rights or industrial property rights, the Author shall indemnify and hold Opensignage harmless from any liability and costs, including the costs of legal proceedings.

6.3 The same shall apply if a third party asserts claims against a User due to a culpable violation of the Author's obligations.

6.4 Opensignage shall in particular not accept any liability resulting from the User utilising the placed Content in a way that breaches the contract.

6.5 Should an Author or a third party consider his/her own rights or third-party rights to have been violated, Opensignage shall immediately be informed accordingly. Opensignage will immediately delete the pieces of Content concerned from the data bank

6.6 Opensignage's liability, as well as the liability of its vicarious agents, for violations of contractual duties and based on tort shall be limited to intent and gross negligence. This shall not apply for cases of death, injury or violations of health, claims based on violations of cardinal duties and compensation for default damages (section 286 BGB - Bürgerliches Gesetzbuch, German Civil Code). In these areas, Opensignage shall be liable for all degrees of culpability by itself and its vicarious agents.

6.7 Liability for the violation of cardinal duties is limited to the foreseeable damages which typically occur in cases of this kind.

7. Final provisions

7.1 For Users who are businesses, legal entities under public law, or special funds under public law, Nijmegen shall be the exclusive place of jurisdiction.

7.2 This contract is governed by the material law of The Netherlands exclusively, excluding conflict of law provisions as well as UN sales law.

7.3 Should individual provisions be invalid, this shall not affect the validity of the remaining provisions.