

General Terms and Conditions of Zoonar GmbH

I. General Provisions

We wish to inform you that these General Terms and Conditions contain important provisions governing the entire business relationship between Zoonar GmbH (hereafter also referred to as “Zoonar” or “ourselves”) and yourself. Our General Terms and Conditions govern not only the use of this website, but also the services offered on this website and particularly the uploading and downloading of visual material and the ordering process. It is therefore imperative that, you, the customer, read carefully through our General Terms and Conditions.

Please note furthermore that we will not accept any different, contrary or additional General Terms and Conditions not originating from Zoonar, even if we are deemed to have been informed of them. Therefore, they will not constitute a part of the Contract, unless we have expressly agreed to their validity in writing.

For you and Zoonar, the version of our General Terms of Business effective at the time of concluding the Contract shall be decisive.

II. Definitions

For the purpose of these General Terms and Conditions, visual material means all photography, illustrations, drawings, diagrams or other pictorial (computer-generated) graphics, and/or other materials at any stage of creation and irrespective of technical form.

III. Purpose of the Website

1. On our website, www.zoonar.com, including the corresponding language-specific versions, we offer provision, searching and licensing of visual material.
2. In addition, we also make a wide range of supplementary functions available on our website. These functions, for example, enable you and/or other users to keep in contact with each other, post comments and/or evaluations on images, send image e-mails, etc.
3. Many of the functions on our website are available for your use only after registration. For registration purposes, some personal customer data will be requested and stored. With regard to your information, this comprises data of a personal nature, the elicitation, processing and use of which are subject to data protection regulations. Concerning this, we also refer to our privacy policy.

IV. Operation of the Electronic Platform on the Internet

1. We reserve the right to delete images at any time without reason. Therefore, we do not guarantee you any continued availability of visual material on the Internet. Only after the ordering process are we able on our part to guarantee that the visual material is available. Notwithstanding, we are under no obligation to provide long-term access to visual material. Except for refund the costs for any image rights you have paid, you shall have no recourse to claim for damages against Zoonar insofar as is permitted by law.
2. The same limitation shall apply to claim for damages in the event of delays in release of visual material, even where Zoonar is responsible for such delays.
3. Furthermore, we make no guarantee of the continual accessibility of the database on the internet. At our own discretion, we may shut down the server temporarily or permanently or to modify, delete or supplement the content stored therein. Server outages/malfunctions may result in data loss or damage to visual materials. We assume no responsibility for visual material that cannot be delivered due to loss of data. You will be refunded the costs for any image rights that you have paid. Any consequential liability (compensation for damages, etc.) is excluded.

V. Access to Visual Material

1. All images on this website are protected by copyright. Any use of visual material shall require prior written permission from ourselves.
2. Any automated access to the website and in particular to the Zoonar visual material by means of external scripts, download managers and similar functions/tools not within the permitted use of the www.zoonar.com website, including its language-specific versions and the ordering process prescribed by this website, is prohibited and shall be liable to criminal prosecution. For each breach or attempted breach, the customer of Zoonar must pay a contractual penalty in the amount of five times the fee for use, without consideration for continuation of the offense. Enforcement of further claims for losses or damage shall remain unaffected. Agents who purchase visual material on behalf of their customers are obligated to delete the relevant files from their systems after transfer to their customers.
3. Access to one's own data or one's own visual material (image management) shall be possible only with a valid username and a password. On your part, these are to be kept confidential. The password may not be disclosed to any third party, not even for internal business purposes. Should any misuse of access data occur through your fault, you shall be liable for any resulting damages.

VI. Other Provisions

1. The sole jurisdiction and place of performance for the customer and Zoonar, to the extent permitted by law, is Hamburg.
2. All contractual relationships, including for delivery to or granting of rights of use in other countries, shall be governed by the laws of the Federal Republic of Germany subject to exclusion of the UN Convention on Contracts for International Sale of Goods.
3. Should any provision of these General Terms and Conditions be invalid, the validity of the remaining provisions shall not be affected thereby.