

Licence Agreement between Rights Holders and Users for Editorial Purposes

Preamble

This Agreement sets out the terms and conditions under which users (hereinafter "Users") may use the image objects (hereafter "objects") made available by the respective Rights Holder on the IMU Media Platform (hereinafter "IMU MP").

By installing/uploading objects on IMU MP, the Rights Holder is acknowledging the legal validity of the terms and conditions of this Agreement.

By downloading objects on IMU MP, the User is acknowledging the legal validity of the terms and conditions of this Agreement.

The Licence Agreement applies in addition to the Terms and Conditions of Use to which the use of IMU MP is subject and which all Rights Holders and Users (hereinafter commonly known as "members") have entered into.

1. Licence type

The Rights Holder hereby grants the User an ordinary, non-transferable licence, unrestricted as to time and place, to use the objects installed by it on IMU MP for the permissible uses listed under 2. below.

It is only permitted to use the objects for editorial purposes (non-commercial, non-business).

It is prohibited to use them in image databases, image catalogues and similar image collections.

2. Types of use

The following types of use are permissible:

- the right of reproduction, i.e. the right to produce the objects within the limits of the listed licence type.

- the right to make them publicly available, i.e. the right to make the objects perceivable to the public using wired or wireless technology.

- the limited editing right, i.e. the right to edit the objects as follows using analogue, digital or other editing techniques: changing the size of the image (enlargement, reduction, cropping), conversion of the colour data, changing the colour, contrast and brightness settings. The Rights Holder reserves the right to any other changes to the objects.

All other rights to the objects, including all copyright and other industrial property rights connected with the objects, remain reserved to the Rights Holder.

The following are specifically not assigned:

- The right to commercial uses, i.e. the right to use the objects for advertising purposes, be they unchanged, edited, reshaped or further developed, whole or in extract form, e.g. in programme previews, on the television, in the cinema, in printed materials (advertisements, posters, channel announcements etc.), value-added telephone services, internet (e.g. pop-up windows, banners etc.), whereby the listed forms of advertising are not exhaustive.

3. Fee waiver

The Rights Holder waives the payment of a fee from the User in return for the grant of the rights of use listed under 2.

4. Naming the Rights Holder and referring to sources

The User is required to name IMU MP and the Rights Holder with the Rights Holder/photographer name named upon uploading the image and stored by IMU MP. This naming requirement must be performed as follows: , © Rights holder (and, or)/ photographer (creator) name / IMU MP'

If the use takes place via the internet or digital media, a reference must be made to IMU MP in the form of a link to **media-platform.mathunion.org/**.