

Terms and Conditions of Use for the Platform

Preamble

The International Mathematical Union has a multimedia platform located at <http://media-platform.mathunion.org/> (hereinafter "IMU MP"), that enables members to install their own image objects - such as photographs, illustrations, drawings (hereinafter "objects") - in a database and to offer these images to other members for their use.

Members, on the one hand, are persons who register with IMU MP and install/upload objects, to which they have the exclusive rights of use, to the database (hereinafter "Rights Holders").

On the other hand, members are those individuals who register with IMU MP and download images from the database (hereinafter "Users").

Rights Holders and Users are commonly known here as "members".

1. Scope of validity

The following Standard Terms and Conditions of Use set out the conditions for the use of IMU MP by the members and, moreover, the contractual relations between the members of IMU MP among one another.

By registering with IMU MP, the individual concerned is acknowledging their express agreement with these Terms and Conditions of Use.

2. Operator

The multimedia platform IMU MP at media-platform.mathunion.org/ is provided by

International Mathematical Union (IMU)

Secretariat
Markgrafenstr. 32
10117 Berlin, Germany
Fax: +49 30 20372 439
E-Mail: office@mathunion.org

as the service provider pursuant to Section 12 Telemedia Act

3. Registration

In order to use IMU MP, the member must register first and set up a membership account.

The member is obliged to complete the required fields in the registration form accurately and fully. If, following the registration, any changes occur in relation to the data collected, the member must promptly update the information in the membership account.

When registering, the member will create a user name and a password for logging into IMU MP (hereinafter the "log-in data"). User names that violate third-party rights, particularly trademark rights or naming rights, are prohibited. User names that are unlawful or offend public decency are likewise prohibited.

The member is required to keep the log-in data secret and to keep it protected from the unauthorised access of other parties. The member must promptly inform IMU MP if the log-in data is lost or if they discover or suspect that said log-in data is being used by a third party. IMU MP assumes no liability for damage caused through loss of the log-in data. IMU MP will never ask any member for their password, except when querying the first three characters of the password.

By submitting the data contained in the registration form, the member is making an offer to IMU MP to conclude a Licence Agreement for the multimedia platform.

IMU MP reserves the right to turn down the registration of the member, and it is not required to state reasons for doing so.

Use of the IMU MP as a Rights Holder is not open to minors or to other persons with no or only restricted legal capacity.

Once IMU MP has received the member's registration, the member will receive a confirmation mail containing the registration data and an activation link.

Upon receiving this confirmation mail, the Licence Agreement for the use of the multimedia platform is concluded between IMU MP and the member.

By uploading/downloading the object, the member likewise agrees with the contents of the Licence Agreement.

4. Granting of rights by the Rights Holder

The exclusively entitled Rights Holder grants the User an ordinary, non-transferable licence, unrestricted as to time and place, to use the images uploaded by them for purely editorial purposes (non-commercial, non-business) for the permissible types of use agreed in the [Licence Agreement](#).

The Rights Holder agrees to the licence when uploading the image.

All other rights to the images, including other industrial property rights, remain reserved to the Rights Holder of the image.

Any permission for uses that extend over and above the permission to use as granted through the Licence Agreement must be inquired about directly from the Rights Holder.

The User is solely responsible for the effective assignment of the rights of use.

The Rights Holder, moreover, grants IMU MP an ordinary, non-transferable licence, not restricted in relation to time or place, to use the images uploaded by it for the operation of the IMU MP platform. In particular, the Rights Holder grants the right to reproduce the images and to make them publicly available on IMU MP

5. Guarantee and liability of the Rights Holder

By uploading the images, the Rights Holder is assuring the User and IMU MP that they are entitled to issue all rights of use to be granted under this Agreement and that no rights or licences to the images have been issued as would violate this Agreement.

The Rights Holder guarantees the User and IMU MP, moreover, that the images and information they make available on IMU MP do not violate copyright, trademark rights, the right to privacy, personality rights or other such third-party rights.

To the extent that the uploaded images contain depictions of persons or groups of persons, the Rights Holder assures the User and IMU MP that they have obtained a valid and legally binding model release from all discernible persons regarding the use of the depicted image. This model release must permit the use of the depiction in the image to the extent, as a minimum requirement, described in the Licence Agreement (see 4.).

6. No granting of rights by IMU MP

As service provider pursuant to Section 12 German Telemedia Act (TMG), IMU MP only provides the multimedia platform at media-platform.mathunion.org/ for use by the members.

IMU therefore does not grant any rights of use or licences for the images uploaded by the Rights Holder to the database.

All rights in the images will be directly assigned by the originator to the User by way of the Licence Agreement in No. 4.

7. 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/.

8. Prohibited use

The multimedia platform of IMU MP may only be used for legally permissible purposes.

IMU MP may not be used to promulgate defamatory, pornographic or otherwise unlawful material, to threaten or harass others or to violate the rights of other parties, including personality rights.

It is not permitted to use the services of IMU MP for commercial or business purposes.

It is not permissible to use IMU MP in such a way that the availability of the database or other services of IMU MP is adversely affected for other members.

9. Deletion of images

IMU MP reserves the right to delete images without issuing specific reasons for doing so.

There is no entitlement to have an image uploaded to IMU MP or to have an image already uploaded retained there.

The IMU MP endeavors to save the uploaded objects for a long term preservation. The IMU MP assume no liability for lost objects due to technical failure.

10. Liability of the Rights Holder

The originator will indemnify the User and IMU MP from all claims asserted against IMU MP by other users or third parties for the violation of their rights by the images uploaded by the originator to IMU MP. In this context, the originator will assume the costs of the requisite legal defence of IMU MP, including all costs of the court and legal counsel. This does not apply if the Rights Holder is not culpable for the violation of the right. In the event that a third-party claim is made against IMU MP, the originator is obliged to promptly, accurately and completely supply all information required for examining the claim and a defence.

The same applies if a third-party claim is made against a User on the basis of a copyright infringement resulting from using the Rights Holder's image.

11. Liability of IMU MP

IMU MP is entitled but not obliged to perform an editorial examination of the uploaded images. It is expressly made clear that IMU MP does not have the technical or personnel capability of checking the images for third-party rights violations.

The Rights Holder alone is solely responsible for the legality of the images as well as the entitlement to grant rights of use to the images. Any liability on the part of IMU MP in this context is expressly excluded.

The liability of IMU MP is limited to deliberate acts and gross negligence. This does not apply with respect to death, personal injury, claims based on breaches of fundamental contractual duties compensation for losses caused by delay. In these respects IMU MP is liable for every degree of culpability on its part or that of its vicarious agents.

The liability for the infringement of fundamental contractual duties is limited to foreseeable damage, typical given the nature of the Agreement.

12. Blocking members

In the event of any infringement of these Terms and Conditions of Use, IMU MP has the right to block access to the member with immediate effect. The blocked member is prohibited from re-registering under another user profile or using IMU MP in any other way. IMU MP reserves the right to initiate criminal law measures and assert claims (especially claims for damages) against the member.

13. Termination

The IMU MP membership may be ended at any time by either party (the member and IMU MP) through a written notice of termination of the Licence Agreement; no reasons need be given for ending the Agreement. The termination notice period is 1 month to the end of the month. The right to extraordinary termination of the Agreement (cancellation for cause) remains unaffected. If termination is effectively declared, the contractual relationship will end and the member's user account deleted. The notice of termination should be sent to:

Address:

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Secretariat

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14. Subject to change

IMU MP is entitled to amend the contents of these Terms and Conditions of Use with the approval of the member, provided the amendment is reasonable for the member given the interests of the IMU MP. IMU MP will, at least 1 month prior to the amendment, notify the member of said amendment by way of an email sent to the address disclosed by the member.

Any amendment of the Terms and Conditions of Use is deemed accepted if the member does not object to the amendment or terminate the Agreement within one month of having received notification of the amendment.

If the member objects to any amendment to the Terms and Conditions of Use, IMU MP shall be entitled to an extraordinary termination (cancellation for cause) of the membership.

15. Concluding provisions

This Licence Agreement is exclusively governed by the substantive law of the Federal Republic of Germany.