



COSTUMER LICENSE_V1.1

1. Report

1.1 The present agreement regulates the conditions under which the Customers (hereinafter referred to as “Customers”) may use the videos and image made available by Cygnus Aerial Photography.

1.2 The Customer License Contract shall apply in addition to the Terms and Conditions of Use applicable for the internet site, which all customers have approved of. In case of discrepancies between the Customer License Contract and the Terms and Conditions of Use, the provisions of the present Customer License Contract shall prevail.

2. License

2.1 Cygnus Aerial Photography grants the Customer a non-exclusive license, without restrictions as to time and place, for the utilization of the Content for admissible purposes of use in accordance with the provisions hereinafter.

2.2 All other rights to the Content and related to the Content, including any copyrights, shall remain with Cygnus Aerial Photography.

2.3 Further transfer:

(a) As a principle, the license is not transferable.

(b) Exception: The utilization rights to the content may only be transferred to one single third party, if such transfer is carried out within the framework of the fulfillment of a customer project, e.g. by an advertising agency to its client. The repeated utilization in projects for different clients is not permitted. In such cases, additional licenses must be purchased for each individual client.

2.4 Purpose of utilization:

The transfer of the utilization rights comprises

- the copying and dissemination rights, i.e. the right to copy and disseminate the Contents and/or have them copied or disseminated as desired – also onto image carriers other than the ones originally used – within the framework of the stipulated types of use.
- the right to call up the Contents and use them online, i.e. the right to make the Contents available by means of analogous, digital or other storage or data transmission technology, with or without interim storage, wireless or through cables.

- the broadcasting rights, i.e. the right to make the Contents available to the public within the framework of the type of license as stipulated above, as often as desired, by means of all technical processes (e.g. analogous, digital, high definition, incl. DVB-T, -C, -S, and -H), through transmissions or television transmission, wire transmission, Hertzian waves, laser, microwaves etc, or similar technical equipment, irrespective of whether the transmission is effected through terrestrial transmission equipment, cable TV (also through telephone networks), including re-transmission by cable, satellites, including direct satellites (DBS).
- the videography rights, i.e. the right to utilize the Contents by means of copying and disseminating them on all types of analogous and digital image carriers. The rights to videogames in particular comprise all storage media (image/sound carriers) of all kinds (CDs, DVDs, etc.).
- the 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, airplanes, 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 all suitable processes/techniques (including digital and electro-magnetic systems), and in all formats (e.g. 70, 35, 16, 8 and super 8 mm), and on image carriers of all kinds.
- the clip license rights, i.e. the right to utilize clips from the Contents without modifications, in an edited, modified or enhanced form, including the original film music and the original film soundtrack, as often as desired, against payment or free of charge, in all media (e.g. analogous or digital image/sound/data carriers and/or other media).
- the exhibition rights, i.e. the right to publicly show and/or utilize the Contents, whether entirely or in part, without modifications or in an edited, modified or enhanced form, during exhibitions, (sales) shows and similar events.
- the printing rights, i.e. the right to utilize the Contents or their contents for the production, copying and dissemination of illustrated or non-illustrated books, magazines or other printed works.
- the editing rights, i.e. the right to edit or modify the contents using analogous, digital or other image editing methods (e.g. photomontage, alienation, coloring), taking into consideration the authors' copyrights.

2.5 Social Media License

The provisions of items 2.1 to 2.4 apply as a matter of principle when acquiring a Social Media License. The license includes the right to use the content within social networks (e.g. Facebook, Google+, MySpace, Twitter and the like). Sub-licensing the content is authorized within this scope (contrary to item 2.3). The principles of the copyright and personal privacy rights as well as the limitations of item 3 below must be observed and in particular content showing a person may not be used as a profile picture.

3. Prohibited types of utilization

The Contents may not be used

- (a) For pornographic, sexist, defamatory, libelous or racist presentations or for presentations offending minorities or religious groups;
- (b) In a way which would vilify the author or the person(s) shown, or if it must be assumed that the author or the person shown would not approve of the publication (in spite of the existence of a so-called model release). For purposes of clarification: This refers to all images which show this person in a situation which may violate his/her personality rights, including sexual or insinuated sexual activities or preferences, use or abuse of drugs, crimes, physical or mental abuse or suffering or any other situation which would probably be offensive for any person shown in the content (e.g. dating pages, escort services, erotic offers, pornographic offers, pages with content which is harmful to minors). In such cases, an expressed written agreement must be obtained via Cygnus Aerial Photography from the person affected (against payment of a lump-sum fee).
- (c) As a trademark, design mark, logo or company sign or as a part thereof;
- (d) For unauthorized communication measures, neither direct nor indirect (e.g. spamming);
- (e) For other illegal activities.

4. Transfer of the utilization rights

4.1 The utilization rights will be transferred upon finalization of the order process.

4.2 This transfer is subject to the resolutely condition that payment of the license fee due is affected within the payment period stated on the invoice. The decisive point of time for the meeting of the deadline shall be receipt of such payment by Cygnus Aerial Photography.

4.3. Should payment be delayed, the utilization rights shall automatically return to Cygnus Aerial Photography. This shall not affect the customer's payment obligations. Upon payment, the utilization rights shall be re-granted with retroactive effect from the time of the initial transfer.

5. Restricted representations and warranties

5.1 The Customer is responsible for obtaining the necessary permissions for the specific utilization of the Content, if they do not already exist. This shall in particular apply for images of persons, pieces of art or architecture, locations which are not publicly accessible and for other images which contain names, company names, trademarks, registered design marks or copyrighted works or affect other third-party property rights.

5.2 If the existence of a model release is not mentioned in the description of the Content in the media data on the website, the utilization rights are granted without a model release. The Customer shall be responsible for obtaining all necessary release declarations. However, Clip dealer is prepared to cooperate with the Customer in obtaining such release declarations (against payment of a lump-sum fee).

5.3 If the existence of a property release is not mentioned in the data on the Content stipulated on the website, the utilization rights are granted without a property release. The Customer shall be responsible for obtaining all necessary release declarations (such as a release regarding any existing protected rights – see clause 5.4 – in addition to a property release).

5.4 Cygnus Aerial Photography does not hold releases/permits from manufacturers of commercial products (e.g. motor vehicles, airplanes, packaging, designer clothes etc.) It is the Customer's sole responsibility to determine whether permission by the holder of the protected right is necessary in connection with a corresponding utilization of the content. The Customer shall be responsible for obtaining all necessary release declarations.

6. Final provisions

6.1 For Customers who are businesses, legal entities under public law, or special funds under public law, Bangladesh shall be the exclusive place of jurisdiction.

6.2 This contract is governed by the material law of the Bangladesh Copyright Act, 2000 (Act No. 28 of 2000, International Protection of Copyright and Related Rights (WIPO) exclusively, excluding conflict of law provisions as well as UN sales law.

6.3 Should individual provisions be invalid; this shall not affect the validity of the remaining provisions.

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