

AGREEMENT ON IMAGE USE

between

Rights holder:

By tagging an image with the hashtag #mymoltoluce, the rights holder agrees to Molto Luce's image usage agreements below.

Copyright

Molto Luce mentions the name of the rights holder's account

Rights user:

MOLTO LUCE GmbH
Europastraße 45, 4600 Wels, Austria
("MOLTO LUCE")

- Art. 1** The rights holder grants MOLTO LUCE GmbH and its affiliated companies the irrevocable right unrestricted by territory, time, and content to use and commercially exploit the supplied photographs, illustrations, assembly instructions and other documentation for the purpose of marketing the products and services.
- Art. 2** This specifically includes use of the materials supplied by the rights holder:
- on the Internet and in social media, webshop, and other rights user's advertising materials.
- Art. 3** The grant of rights is without charge and specifically covers the use, processing, replication, archiving and creation, storage and use of backup copies and providing public access and disseminating with the help of any media in digital and hard copy form.
- Art. 4** Processing and subsequent retouching and simple trimming of the photographs and documents are allowed, provided that the original character of the photograph is unchanged.
- Art. 5** The rights holder declares that it is the copyright holder or holder of the rights of use and exploitation in the links, photographs, videos etc and guarantees that these are free from third-party rights and that it is authorised to grant the rights user the rights specified in this agreement with legal effect. The rights holder indemnifies the rights user on first request from all third-party claims asserted against the rights user in connection with the exercise of the rights under the present agreement and will hold the rights user harmless in this respect.
- Art. 6** By using the materials supplied Molto Luce will mention the name of the right holder's account.
- Art. 7** No oral ancillary agreements to the present agreement exist. Amendments and supplements to the present agreement must be in written form to be legally valid. This also applies to a waiver of this requirement.
- Art. 8** The present agreement is subject exclusively to Austrian law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The competent court for Wels, Austria is agreed as the sole venue for all disputes arising out of or in connection with the present agreement.