

General Terms & Conditions

General Terms and Conditions for the use of media (pictures, footage a.o.) provided by “Okeanos - Foundation for the Sea”.

A. General

1. The following General Terms and Conditions (hereinafter referred to as “General Terms and Conditions”) shall apply to all transactions between you (hereinafter referred to as “User”) and “Okeanos - Foundation for the Sea”. The latest version of the General Terms and Conditions, as amended, shall be applicable. Any general terms and conditions which may be in conflict with these General Terms and Conditions, deviate from them or complement them in any way, shall not become an integral part of this contract even if we are aware of their existence unless we have expressly acknowledged them in writing to be effective.

2. The term “pictures” shall be defined as any images and associated documented information on any medium whatsoever which may have been provided by “Okeanos” under these General Terms and Conditions, including texts, headings, captions or information.

3. The term “footage” shall be defined as any film and associated documented information on any medium whatsoever which may have been provided by “Okeanos” under these General Terms and Conditions, including texts, headings, captions or information.

B. Granted Rights and Limitations

1. “Okeanos” shall place the film footage or the pictures at the user’s disposal free of charge provided the user uses said footage or pictures exclusively for non-commercial purposes related to “Okeanos” and related projects aimed at the protection of ocean mammals or at climate, ocean or environmental protection.

2. No property rights or copyrights shall be transferred by granting rights of use.

3. “Okeanos” reserve the right to refuse, at their own discretion and without further explanation, to provide any footage or pictures requested.

4. The pictures or footage may not be used in pornographic, defamatory or illegal way, neither directly nor implicitly or in combination with other materials.

5. The pictures may not be integrated into logos, registered trademarks or service marks.

6. “Okeanos” shall not represent any rights and make any warranties regarding the use of names, individuals, trademarks, trade dresses as well as non-registered or non-

copyrighted designs, works of art or buildings illustrated on the pictures. If the Customer is not sure as to whether an additional licence must be obtained prior to use, the Customer shall be responsible for obtaining legal advice from a competent expert.

7. “Okeanos“ grant the user the permanent, non-exclusive, and geographically unrestricted right to distribute and/or publish the footage for the purpose of ‘information dissemination’ within the framework of a single project.

If the footage is to be used by the same user in several different projects, each project requires separate assignment of the Rights of Use by “Okeanos“. The term ‘information dissemination’ as used in the context of this agreement relates to any user-initiated/originated works, events and presentations making use of the footage provided, such as public film screenings, film documentations and print products, if and insofar as these are aimed at providing, distributing or spreading information on the protection of ocean mammals or on climate, ocean or environmental protection, subject to the provisions for further disposal as stipulated in clause B. 8. of this agreement.

8. The footage, whether edited or not, may not, either wholly or in part, be passed to third parties.

9. Should the user intend to process or edit the footage for works of his own, he shall be granted the permanent, nonexclusive, and geographically unrestrained Rights of Use by “Okeanos“ to the necessary extent, provided such works shall themselves be used exclusively for non-commercial purposes.

Any changes performed on the footage may not run contrary to or derogate the originator’s intellectual or personal interests. In cases of doubt the user shall contact “Okeanos“ for prior consultation on the issue in question.

10. The Rights of Use do not inherently include the right to use the footage or pictures for and in works which cannot be considered to represent ‘information dissemination’. This qualification refers in particular to any works, events or presentations that are commercially-oriented, that are not primarily aimed at the protection of ocean mammals or the environment, or that use the footage exclusively or mainly as ‘embroidery’ or ‘padding’ without obvious relevance to the objectives “Okeanos“ is committed to.

This includes any form of TV broadcasts, any dissemination in the Internet, any kind of online databases (e.g. www.youtube.de), of picture databases, of photo catalogues and of other collections of like kind as well as any use for illustrating posters, postcards, clothing or similar commercially- oriented carrier materials.

C. Data Base

High and low resolution data may only be downloaded with a valid user name and password. The User shall be required to treat such user name and password as confidential. If the User’s access data were used by an unauthorised party, the User shall be held liable for any damage caused.

D. Contractual Penalty

1. If the pictures and footage are used, distorted or passed on without authorisation, if reprinting rights are passed on to third parties without authorisation, if reproductions and enlargements are made for the ordering party's archiving purposes and the same are passed on to third parties, a fee totalling twice the usual usage fee shall be charged subject to the assertion of claims for damages.
2. In case of downloads or other operations related to this online media data base, the User shall bear the full risk. "Okeanos" shall under no circumstances become liable for damages which may be caused to the User's software or hardware.

E. Copyright/ Specimen Copy

1. "Okeanos" expressly request that a copyright notice consisting of the name "Okeanos – Foundation for the Sea" and the name of the photographer as Rights Owner shall be included in such a way that there is no doubt about which picture it belongs to and in a manner suitable to the relevant usage (i.e. in the final credits of a film or in the imprint of printed works). If possible, the website www.okeanos-foundation.org should also be cited.
2. "Okeanos" must automatically and gratuitously be provided with two specimen copies of publications in print or a link to the online publication in case of online usage of pictures or footage.
3. The User may make single copies of materials displayed on the Web site for his own personal and noncommercial use only, provided any copies include the copyright and other notices displayed with the materials on the Web site. The User may not distribute such copies to others, whether or not for a charge or other consideration, without prior written permission from "Okeanos - Foundation for the Sea" or the copyright owner of the copied material. Requests to reproduce materials on the Web site for distribution or other purposes should be mailed to: mail@okeanos-media.org
4. Except for material in the public domain under United States copyright law, all material contained on the Web site is protected by United States and foreign copyright laws. Except as otherwise expressly provided in these terms and conditions, the user may not copy, distribute, transmit, display, perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer, or sell.

F. Period of Validity

The present Agreement of Usage shall be valid for an indefinite period of time. "Okeanos" reserve the right at any time to change the Terms of Use defined herein, undertaking to inform licensed users of any such change. The contractual relationship between "Okeanos" and the user as well as these Terms of Use shall be solely governed by the laws of the Federal Republic of Germany, the registered office of "Okeanos – Foundation for the Sea".

G. Non-compliance

If the user in any way violates Paragraph B. of this General Terms and Conditions or uses the footage without due approval by "Okeanos", "Okeanos" reserves the right to bring action against the user for prohibitory injunction, for information disclosure, for damages, for rendering of accounts and/or for refund of costs. In addition, any such non-compliance entails a minimum contract penalty of EUR 5,000.00, in adequate relation to the non-compliance committed and in case of doubt to be assessed by the Landgericht Darmstadt (Darmstadt Regional Court), Germany, with said penalty to be payable to "Okeanos" or to a non-profit organisation determined by "Okeanos".

H. Data Privacy

"Okeanos" strictly abides by the provisions of the German Federal Data Protection Act. Personal data shall be collected only as far as technically necessary. Collected data shall not, under any circumstances or for whatever reason, be sold or in any other way passed to third parties.