

Terms and conditions for standard commercial license

The provider (MAGIX Software GmbH, Quedlinburger Str. 1, 10589 Berlin, Germany) grants the customer a simple, nontransferable right to use the content within the scope of these conditions, provided that the customer pays the required fee for the content.

1. General

The purpose of this agreement is to enable the customer to use the content for certain commercial purposes. However, it is not the purpose of this agreement to offer the customer the option to pass on, sell or further license the content as such to third parties, or to permit third parties to use the content, unless this is permitted for individual cases within the scope of this agreement.

2. Granting of rights

The provider grants the customer a nonexclusive, nontransferable right unrestricted in terms of location or time to the private and noncommercial use of the content. Furthermore, the provider grants the customer a nonexclusive, nontransferable right unrestricted in terms of location or time for the following commercial uses:

a. Use in edited form or within the scope of combination with another work

(1) The customer receives the simple and nontransferable right to edit the content and/or to combine it with other works and to use, or allow the use of, the content as follows within the scope of combination with another work:

(a) The customer is permitted to reproduce and distribute the edited or combined content. This right is limited to 1,000 copies. The right of time-limited transfer of use is excluded (rental, lending).

(b) The customer is entitled to publicly display the edited or combined content or make it publicly visible using image or audio storage devices. This concession is limited to a maximum audience of 100,000 people.

(c) The customer is entitled to make the edited or combined content publicly available. This concession is limited to 500,000 page views per month and 10,000 fee-based content-on-demand downloads or streams.

(d) In addition, the customer is permitted to transmit or allow the transmission of the edited or combined content according to the following provision: broadcasting rights are limited to one TV channel transmission or 100 radio station transmissions, regardless of whether this is radio, cable or satellite broadcasting.

(2) Definitions:

(a) Editing of the content constitutes the personal intellectual creation of the customer. Non-essential redesigning is not editing within the terms of this contract and may only be used according to the provisions indicated in item 2. b.

(b) Combination with a work within the terms of this contract takes place if the content is combined with another copyright-protected work (e.g. audio or video), i.e. if the object with which the content is combined represents an independent work in terms of the relevant copyright law. Combination with everyday objects does not constitute combination with a work within the terms of this contract. The conditions outlined in item 3. (1) must be adhered to.

b. Use in unedited form or independent of combination with a work

The customer receives the simple and nontransferable right to make the edited or combined content publicly visible using image or audio storage devices. Furthermore, the customer receives the simple and nontransferable right to make the content publicly available at an Internet address on a server, provided the customer ensures that the content cannot be permanently saved by any party who accesses it.

This use is limited to 500,000 page views per month.

c. No additional rights

No additional rights are granted to the customer beyond the rights outlined above. In particular, the customer does not receive the right to ownership of the content, and the customer is not permitted to grant third parties rights to the content (sublicensing forbidden). An assignment of the customer's rights under this contract is not permitted.

3. Explicit limitations

Regardless of the scope of the granting of rights and irrespective of any further restrictions arising from this contract, the following uses of the content and the following actions are not permitted:

(1) Sale or distribution of a reproduction of the content as such.

The content is constituted as such, if there is no editing or combination with a work in line with the above provisions. It is also not permitted to make the content available in such a manner that enables third parties to acquire the content as such in the form of an electronic file or copy. The customer shall take sufficient protective measures (e.g. copy protection) to prevent this.

(2) Violation of personal rights of any depicted person.

(3) Use of the content in an insulting, disparaging, or any other unlawful manner.

(4) Removal of any indications of copyright, trademarks, right of use on or in connection with the content. The customer is obliged to reproduce these markings with every use.

(5) Use of the content in the scope of or as part of a trademark, of a commercial appellation, of a name, or appellation of an establishment.

4. Guarantee

The customer guarantees to use the content only according to the provisions of this contract and indemnifies the provider from all third-party claims resulting from use which deviates from the provisions of this contract.

The provider hereby declares to the best of their knowledge and with good conscience that the content does not violate the rights of any third parties. This guarantee pertains only to the content and not to any editing or combination with works.

5. Contractual period

The duration of this contract is unlimited.

The provider reserves the right to terminate this contract through an extraordinary process for substantial reasons. Such substantial reasons exist in particular if the customer has violated the obligations or limitations of this contract. Cancellation shall be permitted after notification with declaration of a deadline.

6. Other

Providing that nothing to the contrary has been agreed to, the general terms and conditions shall apply with regard to the relationship between the provider and the customer. The contract is subject to the law of the Federal Republic of Germany.