

GENERAL TERMS AND CONDITIONS

for Image Licensing

as at: April 28, 2024

§ 1 Company information

Natural History Museum Vienna

Burgring 7, 1010 Wien, Österreich

legal form: Wissenschaftliche Anstalt öffentlichen Rechts

company register number: FN 236724 z

commercial register court: Handelsgericht Wien

VAT: ATU38020609

§ 2 General provisions

- (1) These general terms and conditions apply to the images and film material provided by NHM for a fee or free of charge. Agreements that deviate from this must be in writing.
- (2) By placing an order, the user accepts these terms and conditions; any deviating terms and conditions of the user are hereby expressly contradicted. Additional costs resulting from incorrect, out-of-date or inaccurate information provided by the user are borne by the user.

§ 3 Contract object

- (1) The contract object is the delivery of image material for a fee or free of charge and the granting of a non-exclusive, revocable, location- and time-unlimited license for use for a purpose precisely described by the user when ordering.
- (2) The granting of usage permits by the NHM is generally not exclusive.

§ 4 Usage

- (1) When placing the order, but at the latest before using the image templates, the user must declare the medium, type and scope of the intended use and obtain the consent of the NHM for the corresponding use of the image. Any form of use of the image material or part of it is deemed to be used within the meaning of § 3 of these general terms and conditions. This applies in particular, but not exclusively, to the use of an image or image section as a work template, for drawings, caricatures, for layout and presentation purposes, as well as for your own image realization or for image projections. This also includes the use of images or image details to create new images, manually or using electronic methods such as photomontage, photocomposing, or similar techniques, as well as scanning and storing the image material in electronic image systems.
- (2) It is also prohibited to pass on the image material to third parties, which also includes affiliated companies of the user or other editorial teams of a publisher.

- (3) If digital provision is required as part of the use, this must be done in such a way that unauthorized further use is prevented.

§ 5 Payment

- (1) Usage fees may apply for the provision of the image material. The amount of the fees is determined on a case-by-case basis and depends, among other things, on the type and purpose of the use of the image material. The NHM's current list of services is relevant.
- (2) The fee paid only covers one-time use or other use for the stated purpose, to the stated extent and in the agreed period. Any further use or other use is subject to a new fee and requires the new consent of the NHM. This includes in particular the accompanying advertising for the original use, unless explicitly regulated within the framework of the license agreement. The fees are due immediately after conclusion of the contract and must be paid without deductions within 14 days, regardless of whether the approved use / publication is actually implemented. The agreed usage authorization is deemed not to have been transferred if the usage fees have not been paid. In the event of late payment, the statutory default interest and any reminder fees that may arise must be borne by the user in addition to the usage fee.
- (3) If the requested images / reproductions / videos first have to be produced, personnel costs will be charged in addition to the usage fees. These will be announced to the user before signing the contract. In principle, the production of specific images / reproductions / films can only be carried out in accordance with operational possibilities and there is no legal right to their creation.

§ 6 Delivery & complaints

- (1) The image / video data is provided to the user via a download link. This is valid for a period of 7 days.
- (2) The material must be checked for completeness and condition immediately upon receipt. Complaints of any kind must be reported in writing within 14 days, stating the affected file names. Later complaints can no longer be processed. Excluded from this are consumers within the meaning of sect. 1 para. 1 cl. 2 KSchG. The NHM is not liable for any costs already incurred or arising from failure to make complaints. It is expressly pointed out that the NHM can neither guarantee nor check the suitability of the material provided for the intended use by the user. Reproductions of historical material may experience deficiencies in sharpness or contrast that are due to the condition of the original and therefore cannot be corrected. The suitability for the intended purpose must therefore be checked by the user before signing the contract.
- (3) Receipt of the image / video material does not automatically lead to the authorization of use becoming effective – this is only given by the mutual signing of the contract and the proper payment of the usage fee.

§ 7 Proof of origin

- (1) The publication of NHM image material without proof of origin related to the individual image (“Natural History Museum Vienna” in conjunction with the name of the author) is not permitted unless otherwise agreed in writing.
- (2) Clear attribution to the image source must also be ensured for all reproductions created for technical reasons (electronic recordings, layout data, etc.). If the copyright notice is omitted, the user releases the NHM from all resulting third-party claims.

§ 8 Specimen copies

- (1) Immediately after each publication of an image received from the NHM, the user sends two specimen copies to the NHM (Natural History Museum Vienna, Verlag (KW specimen copy), Burgring 7, 1010 Vienna), unsolicited and free of charge. Specimen copies are understood to mean the entire publication as it is offered for sale commercially or distributed free of charge.

§ 9 Right of withdrawal in distance selling

- (1) A user who is a consumer within the meaning of the “Konsumentenschutzgesetz KSchG” (Austrian law for consumer protection) can, in accordance with the “Fern- und Auswärtsgeschäfte-Gesetz FAGG” (Austrian law for long-distance and out of home business), withdraw from contracts for services within 14 calendar days of the conclusion of the contract without giving reasons. Contracts for which delivery / service provision has already begun, as well as contracts for goods that are manufactured according to customer specifications, are excluded from the right of withdrawal. When commissioning customer-specific photos, reproductions or videos, there is no right of withdrawal if production has already begun.
- (2) In order to exercise the right of withdrawal, the user must inform the NHM in writing by email to media@nhm.at about the exercise of the right of withdrawal. To meet the deadline, sending the notification before the cancellation period has expired is sufficient.
- (3) The following sample form can be used for this purpose, although the use of this template is not mandatory:
I hereby revoke the contract I concluded for:
Ordered on:
Name of the customer:
Email from the customer:
Date:

§ 10 Third-party rights

- (1) In all conscience, the NHM tries to protect the rights of third parties with regard to the image material provided, in particular with regard to copyright and the right to its own image. If the NHM is aware of the existing rights of third parties, or if the legal situation is doubtful in the opinion of the responsible NHM employees, no permission to use the requested image or video material can be granted.

- (2) In principle, however, the protection of the rights of third parties, in particular the obtaining of publication permits from institutions, companies, individuals, etc., is solely the responsibility of the user. Liability for the accuracy of image legends and information about the copyright holder is excluded. The assumption of claims for damages resulting from the use of images provided by the NHM is also excluded.

§ 11 Final provisions

- (1) Austrian law applies to the exclusion of its reference norms, including for deliveries and services abroad. The place of jurisdiction for all disputes is the relevant court in Vienna. Excluded from this are consumers within the meaning of sect. 1 para. 1 cl. 2 KSchG.
- (2) If one of the provisions of these general terms and conditions is ineffective or void, this will not affect the existence of the remaining conditions. If a provision is invalid, the parties will replace the invalid provision with one that comes as close as possible to the ineffective one in terms of its economic content.