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3. Users act on their own authority in their use of the media content. In using the media content, users are required to abide by these terms of use, the prevailing laws and other binding statutory provisions. The terms of use enjoin them, most notably, to protect the rights of third parties (e.g. personal rights, right to privacy, copyrights, trademark rights) and to observe the penal laws and youth welfare legislation.

planetfair shall not be liable for claims substantiated by illegal use of the media content. This exclusion of liability shall not apply if planetfair is itself guilty of wilful intent or gross negligence.

4. Users themselves may not transfer the rights granted to them to third parties, with the exception of such instances where media content is relayed to companies which are commissioned by a user to make a production/develop technical resources which are allowed under these terms of use and the general laws/statutory provisions. The companies are then deemed to be users as defined in these terms of use. Such companies are also permitted to download the media content themselves for this purpose although they are required to delete it completely after completing the work.
5. The media content may only be edited/changed to the extent permissible by law. This shall also apply to montages and electronic adaptations of any kind and to the use of excerpts.
6. Users are required to cite the photo credit/copyright notice relating to the respective media content as stated on the server in every publication. The note must be directly added to the relevant media content. Collective citations are allowed by way of exception if they enable the copyright mention to be clearly and easily associated with the relevant media content. Exceptions can be approved in writing in individual cases by the Press and PR department of planetfair.

7. planetfair reserves the right to forbid the use of the media content in isolated cases or to ban certain users altogether from future use for good cause. Good cause would apply in particular in any instance of breach of these terms of use, laws or other statutory provisions.

Users to which this ban applies undertake not to make any further use of the media content and to delete in full such downloads as are in their possession. Any online use, e.g. on the Internet, must be halted immediately and any media content saved for this purpose deleted. Products which are already fully finished or formed (e.g. printed) – provided they have been produced and offered/distributed in compliance with these terms of use – may be redistributed unless opposed by third-party rights and/or injunctions/restrictive covenants.

8. planetfair can call on users found to be acting in breach of these terms of use to withdraw or rectify their products which bear the media content or to cease their distribution altogether at their own expense. planetfair also reserves the right to make statutory claims in this case, especially claims for damages and claims pursuant to paragraph 9. of these terms of use.
9. Any use of the media content which violates these terms of use or breaks the law shall entitle planetfair, its grantors of licence and the photographers/authors/producers/manufacturers to assert all their statutory rights, especially claims for forbearance/remediation and further claims for damages. Users are required to furnish planetfair on request with truthful information, responding promptly and setting out in full and in writing the nature and extent of their unlawful use and providing any further information which will be required to enforce or avert claims.
10. Users are required to send planetfair, at the request of the Press and PR department, two specimen copies of all instances of use of the media content, irrespective of the form in which it was used (e.g. printed publications, online link), and to do so forthwith and free of charge.
11. planetfair cannot guarantee the constant availability of the media content nor shall it accept liability for errors, system errors or system failures. This exclusion of liability shall not apply if planetfair is itself guilty of wilful intent or gross negligence.
12. The law of the Federal Republic of Germany shall be the applicable law. The agreed place of jurisdiction for disputes – insofar as legally permissible – shall be Hamburg.