

# Terms and Conditions – Image Database

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1. All images on this website are subject to copyright and may only be used in accordance with the terms and conditions listed here. The term “use” applied below includes download and every form of duplication, adaptation, circulation and publication, regardless of the technical form in which this occurs. Users of this image database accept these terms and conditions as a binding agreement between themselves and STADTMARKETING Gesellschaft Schwerin mbH (SMG) before an initial download or any other use of an image can take place.

Unlawful use of this image database may be prosecuted according both to general laws and to these terms and conditions, under both civil and criminal law.

2. The SMG allows use of these images without charge provided that no advertising reference is made to any services, products or offers made by identifiable providers and/ or to those providers themselves.

a) in particular companies that promote economic growth and tourism and companies located in Schwerin and engaged in marketing of Schwerin

b) for editorial publications (e.g. brochures) providing information for the public about Schwerin.

c) Use for illustration of journalistic-editorial reporting providing information for the public about Schwerin in all media, especially print publications, filmed reports, internet articles and so on.

Attention is explicitly drawn to the fact that use of the images provided on/ in products that are offered for sale for a purchasing price is not permitted. This is particularly relevant in the case of merchandising articles, for example (but not only) postcards/ posters/ placards, calendars, books, clothing, bags, decorative items, stationery, CDs/DVDs/Blue Ray discs and similar data carriers. Use in newspapers and magazines offered for sale is permitted under the conditions specified in clause c) above.

3. For any other use of the images, in particular for advertising or commercial purposes the SMG can provide contact to the original photographers on a case by case basis.

4. Responsibility for lawful use of the images lies solely with the user. Users are obliged to observe these terms and conditions, general laws where applicable and other binding legal regulations when using these images. In particular they are obliged to preserve the rights of third parties when using the images (e.g. personal rights, rights to one’s own image, copyrights, trademarks, etc.) and to observe criminal law and laws protecting young people and child-welfare.

SMG is not liable for claims based on the unlawful use of images. This exclusion from liability does not apply should the SMG or its employees act in a manner that is willful or grossly negligent concerning the case.

5. Users are not permitted to transfer their own rights to use images to any third parties, except in cases where images are passed to companies who have been contracted by the user to complete the manufacture/ technical delivery of a project which uses images in accordance with these terms and conditions, general laws and legal regulations. Such companies are permitted to download images themselves for this purpose.

6. Any adaptation or editing of the images is prohibited. This also applies in the case of montages, electronic adaptation of any kind, and the use of cropped images.

Adaptation that does not alter the essential content and message of an image and does not impinge on any rights of third parties or legitimate interests of the SMG may be agreed in advance, in writing, with the SMG on a case by case basis (contact: [presse@schwerin.info](mailto:presse@schwerin.info)). The permission will be granted by the SMG with clause 4. of these terms and conditions.

7. For every publication of an image the user is obliged to include a caption naming the originator: "Image: STADTMARKETING GmbH Schwerin..." and, if provided, to give the name of the photographer (example: "Image: STADTMARKETING GmbH Schwerin / B. Mueller).

The caption must be positioned directly alongside the relevant image. Collective captions are only permitted as an exception, provided that the originator of each image can be easily and clearly identified. Exceptions may be agreed in writing by the SMG on a case by case basis.

8. SMG retains the right to refuse use of an individual image or to entirely refuse a user any future use of images should it have good reason. Good reason may include, in particular, any breach of these terms and conditions, laws or other legal regulations.

In this case the user agrees not to undertake any further use of the image database and to completely delete all previously downloaded images. Use of images in online media e.g. the internet must be ceased immediately and images saved for this purpose deleted. Products which have already been fully manufactured (e.g. printed) may continue to be sold, providing they have been manufactured and offered/sold in accordance with these terms and conditions, and on the condition that the rights of third parties and/ or legal/ contractual injunctions do not contradict this use.

9. In the case of a breach of these terms and conditions the SMG may demand that the user withdraws or corrects all of the products which carry the images at his own cost, or that he completely stops all circulation. In this case the SMG furthermore retains the right to exercise legal claims, in particular claims for compensation and entitlements in accordance with clause 11 of these terms and conditions.

10. Users are obliged to send the SMG two sample copies of all uses of the images (regardless of the form in which use occurred, e.g. printed copies, CD/DVD etc., online link) immediately and at no cost.

Via post:  
Stadtmarketing Gesellschaft Schwerin mbH  
Catharina Groth  
Puschkinstraße 44 (Rathaus)  
19055 Schwerin

e-mail:  
[presse@schwerin.info](mailto:presse@schwerin.info)

11. The available image data has been compiled according to the best of our knowledge and in good conscience. However the SMG accepts no liability for inconstant accessibility of the data, faults within the data or for any system errors or faults which may result from these. This exclusion from liability does not apply should the SMG or its employees act in a manner that is willful or grossly negligent concerning that case.

12. The law of the Republic of Germany applies. Schwerin is the agreed place of jurisdiction for disagreements connected to the use of the images and these terms and conditions, so long as this is permissible by law.

Please note: The possibility of one of the requirements within these terms and conditions proving ineffective has no bearing upon the effectiveness of any of the other requirements. The ineffective requirement may be replaced by a suitable, effective requirement, which most closely achieves the intended economic purpose. The same applies in the case of a contractual loophole.