

Opensignage Users License Agreement for Content

By clicking the "**ACCEPT**" button on the bottom of this document, you are acknowledging that you have read, understand and accept the terms and conditions set forth herein and agree to be bound by the following.

Dear User:

THE FOLLOWING IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND OPENSIGNAGE, ("OPENSIGNAGE"). PLEASE READ THE AGREEMENT CAREFULLY AND BE SURE YOU UNDERSTAND IT FULLY BEFORE USING OPENSIGNAGE CONTENT. THIS AGREEMENT, WHICH MAY BE AMENDED FROM TIME TO TIME, DESCRIBES AND CONTROLS YOUR LEGAL RELATIONSHIP WITH OPENSIGNAGE, THE RIGHTS YOU ARE GRANTED BY USING THE CONTENT. THIS ELECTRONIC DOCUMENT ALSO EXPLAINS YOUR OBLIGATIONS TO OPENSIGNAGE AND OPENSIGNAGE'S OBLIGATIONS TO YOU;
OPENSIGNAGE RESERVES THE RIGHT TO MODIFY THESE TERMS AT ANY TIME AND TO NOTIFY YOU BY AN ANNOUNCEMENT ON YOUR LOGIN PAGE OF THE MODIFICATIONS. YOU AGREE TO BE BOUND BY ALL SUCH CHANGES. IF YOU DO NOT AGREE WITH ANY OF THE CHANGES PLEASE STOP USING OPENSIGNAGE CONTENT.
OPENSIGNAGE OPERATES A STOCK MEDIA LICENSING SERVICE. AS A OPENSIGNAGE USERS YOU PAY A FLAT FEE ("CREDITS") TO LICENSE CONTENT FROM THE OPENSIGNAGE LIBRARY TO BROADCAST IT BY MEANS OF OPENSIGNAGE SOFTWARE .

1. Preliminary remarks

1.1 The present agreement regulates the conditions under which the Users (hereinafter referred to as "Users") may use the Contents such as photographs, videos (for instance films, animations), graphics, illustrations, drawings (hereinafter referred to as "Content") - made available by Opensignage (hereinafter referred to as "Opensignage").

1.2 The User Licence Contract shall apply in addition to the Terms and Conditions of Use applicable for the internet site, which all Authors and Users (hereinafter jointly referred to as "Members") have approved of. In case of discrepancies between the User Licence Contract and the Terms and Conditions of Use, the provisions of the present User Licence Contract shall prevail.

2. Licence

2.1 Opensignage grants the User a non-exclusive licence, without restrictions as to time and place, for the utilisation of the Content for admissible purposes of use in accordance with the provisions hereinafter.

2.2 All other rights to the Content and related to the Content, including any copyrights, shall remain with Opensignage or the authors of the Content respectively.

2.3 Further transfer: As a principle, the licence is not transferable.

2.4 Purpose of utilisation:

The transfer of the utilisation rights comprises

- the broadcasting rights, i.e. the right to make the Contents available to the public within the framework of the type of licence as stipulated above, as often as desired, through transmissions by screen networks, by means of Opensignage player software.
- the theatre rights (showing/cinema rights), i.e. the right to exploit the Contents for public showing - live, if applicable - in film theatres and other suitable locations (such as hospitals, residential homes, schools, vehicles, trains, aeroplanes, hotels etc. or in public locations such as streets, stations, airports, drive-in cinemas etc.). The showing may be against payment or free of charge, using only Opensignage player software.
- the exhibition rights, i.e. the right to publicly show the Contents, whether entirely or in part, without modifications, during exhibitions, (sales) shows and similar events.

3. Prohibited types of utilisation

The Contents may not be used

(a) for pornographic, sexist, defamatory, libellous or racist presentations or for presentations offending minorities or religious groups;

(b) in a way which would vilify the author or the person(s) shown, or if it must be assumed that the author or the person shown would not approve of the publication (in spite of the existence of a so-called model release). For purposes of clarification: This refers to all images which show this person in a situation which may violate his/her personality rights, including sexual or insinuated sexual activities or preferences, use or abuse of drugs, crimes, physical or mental abuse or suffering or any other situation which would probably be offensive for any person shown in the content (e.g. dating pages, escort services, erotic offers, pornographic offers, pages with content which is harmful to minors). In such cases, an expressed written agreement must be obtained via Opensignage from the person affected (against payment of a lump-sum fee).

(c) as a trademark, design mark, logo or company sign or as a part thereof;

(d) for unauthorised communication measures, neither direct nor indirect (e.g. spamming);

(e) for other illegal activities.

4. Transfer of the utilization rights

4.1 The utilisation rights will be transferred upon installing Opensignage player software.

4.2 This transfer is subject to the resolutive condition that payment of the credits fee due is effected within the payment period stated on the invoice. The decisive point of time for the meeting of the deadline shall be receipt of such payment by Opensignage.

4.3. Should payment be delayed, the utilisation rights shall automatically return to Opensignage. This shall not affect the User's payment obligations. Upon payment, the utilisation rights shall be re-granted with retroactive effect from the time of the initial transfer.

5. Credits fee

5.1 The credits fee shall be payed in advance. If payment is to be effected through a credit card, the credit card will be charged upon finalisation of the order process. In this context, the credits payment conditions as contained in the [Terms and Conditions of Use](#) shall apply.

5.2 Should the User not schedule Content (read: use the credits), Opensignage shall not be obligated to take back the credits fee.

6. Restricted representations and warranties

6.1 The User is responsible for obtaining the necessary permissions for the specific utilisation of the Content, if they do not already exist. This shall in particular apply for images of persons, pieces of art or architecture, locations which are not publicly accessible and for other images which contain names, company names, trademarks, registered design marks or copyrighted works, or affect other third-party property rights.

6.2 If the existence of a model release is not mentioned in the description of the Content in the media data on the website, the utilisation rights are granted without a model release. The User shall be responsible for obtaining all necessary release declarations. However, Opensignage is prepared to cooperate with the User in obtaining such release declarations (against payment of a lump-sum fee).

6.3 If the existence of a property release is not mentioned in the data on the Content stipulated on the website, the utilisation rights are granted without a property release. The User shall be responsible for obtaining all necessary release declarations (such as a release regarding any existing protected rights - see clause 6.4 - in addition to a property release). However, Opensignage is prepared to cooperate with the User in obtaining such release declarations (against payment of a lump-sum fee).

6.4 Opensignage does not hold releases/permits from manufacturers of commercial products (e.g. motor vehicles, aeroplanes, packaging, designer clothes etc.). However, releases often are available on a case-by-case basis. It is the User's sole responsibility to determine whether permission by the holder of the protected right is necessary in connection with a corresponding utilisation of the content. The User shall be responsible for obtaining all necessary release declarations. However, Opensignage is prepared to cooperate with the User in obtaining such release declarations (against payment of a lump-sum fee).

6.5 Notwithstanding the aforesaid, Opensignage shall not have an obligation to cooperate in this way, nor is Opensignage liable for a success of such endeavours.

6.6 Opensignage's liability, as well as the liability of its vicarious agents, for violations of contractual duties and based on tort shall be limited to intent and gross negligence. This shall not apply for cases of death, injury or violations of health, claims based on violations of cardinal duties and compensation for default damages. In these areas, Opensignage shall be liable for all degrees of culpability by itself and its vicarious agents.

6.7 Liability for the violation of cardinal duties is limited to the foreseeable damages which typically occur in cases of this kind.

7. Final provisions

7.1 For Users who are businesses, legal entities under public law, or special funds under public law, Arnhem shall be the exclusive place of jurisdiction.

7.2 This contract is governed by the material law of The Netherlands exclusively, excluding conflict of law provisions as well as UN sales law.

7.3 Should individual provisions be invalid, this shall not affect the validity of the remaining provisions.