

## EyeEm Terms of Service

### We love photography!

Welcome to the EyeEm Terms of Service - read them carefully! These terms govern all use of the EyeEm website [www.eyeem.com](http://www.eyeem.com) and mobile applications (both iOS and Android), as well as all services available through them ("EyeEm"). EyeEm is operated by EyeEm Mobile GmbH, Kohlfurter Str. 41/43, 10999 Berlin, Germany ("we" or "us").

### 1. Acceptance of Terms

In order to gain full access to EyeEm services you must first register. By doing so you give your consent to our Terms of Service and we become contractual partners.

### 2. Services

EyeEm is a community and marketplace for real photography. You can post and share your photos, participate in photo contests ("Missions"), read photography tips and tutorials, interviews and articles and use the other services offered. With EyeEm Market you can earn money licensing your photos or license photos from other users.

EyeEm is not a platform for saving or managing your content. Always keep copies of your photos safely backed up elsewhere!

We reserve the right to modify or discontinue our services at any time, within reason. We do not guarantee the provision of accounts or the participation of EyeEm Market, nor of a certain upload capacity or the error-free and uninterrupted availability of EyeEm. Neither do we guarantee the publication or sale of photos or the providing of any other services via EyeEm, except for your payment claim upon successful licensing of your photo.

### 3. Registration

You can register for EyeEm either with us directly or via social networks (as available e.g. Facebook). Your registration becomes effective once we activate your account. You may select a username and change it at any time.

Any information submitted to us during registration or in other communication must be complete and correct. Keep your password confidential and your user profile updated so we can contact you at any time.

Your account is valid for you and only you. You may not transfer it to anyone else or allow someone else to use it.

### 4. Use by Minors

You must be at least 18 years old - or have the consent of a parent or legal guardian - to be able to register for EyeEm. By registering you confirm that you are either aged 18 or older or that your parent or legal guardian agrees that you can use EyeEm.

We can ask you to prove the consent of your parent or legal guardian at any time. Parents or legal guardians who have provided their consent are fully responsible for the behavior of their children in accordance with the law and bear responsibility for their misconduct, along with any resulting damages. Parents and legal guardians are advised that content available on EyeEm may be inappropriate for minors.

### 5. Upload of Content

If you upload a photo and/or add any text ("content") to EyeEm, you confirm that such content does not violate these Terms of Service or any applicable law. You also confirm that you possess the legal right to grant us rights of use to the extent as defined below. You always keep control of your content and are free to delete your content from EyeEm at any time.

### 6. Grant of Rights - EyeEm Community

When you upload content to EyeEm, you grant us the right to use this content worldwide, non-exclusively and free-of-charge for the EyeEm Community. This means we can integrate your content into our website and mobile app, making it searchable and visible to the public. This includes the right to save your content, to technically reproduce it, to add information (hashtags, keywords, captions etc.), to make it publicly available, to publicly perform, to edit (e.g. modify the resolution), and/or to combine it with other content. This grant of rights is non-exclusive, so you are free to grant the same rights to third parties. This means you can share and sell your photos on EyeEm and other photo-selling platforms at the same time.

We showcase photos by members of the EyeEm Community on social media and the EyeEm Blog. Therefore, you also grant us and other visitors to the EyeEm platform the right to use your content on other social networks (e.g. Facebook, Twitter, Pinterest, Google Plus and Instagram), within the EyeEm Community (e.g. EyeEm Team account) and on the EyeEm Blog, be it to present, share, like, and/or comment on your content. In such cases we will always credit your work with your name and/or username.

To terminate your grant of rights for a photo for the future simply delete the photo at any time. Photos that have already been shared on social networks will not be automatically deleted from such networks and may therefore still be used. For further details see **12. Deletion of Account and Content**.

## 7. Prohibited Content and Unacceptable Use of EyeEm

Content or behavior that infringes on the rights of third parties or violates applicable laws is not permitted on EyeEm. This includes:

- Pornographic, offensive, or racist content, as well as content that violates the laws protecting children or minors.
- Content that you did not create yourself. This includes content wholly or partially copied from another copyrighted work without the permission of the applicable owner. This also includes content that infringes or violates the rights of third parties in any way, including personal, copyright, and intellectual property rights, along with any other applicable rights.
- Direct advertising or contacting other users to purchase or sell products or services, as well as any type of spamming or similar harassment.

## 8. Reporting and Removal of Prohibited Content

We are not responsible for checking content uploaded to EyeEm for potential legal violations. If you discover any content on EyeEm that, in your opinion, violates copyright laws, intellectual property rights, or any other rights of third parties, contains pornographic or violent photos, or violates our Terms of Service, you may always inform us. We will review the reported content, get back to you if we have further questions and delete unacceptable content. We reserve the right to temporarily block reported content during the review procedure and permanently remove such content at our own discretion.

## 9. EyeEm Missions

If we carry out contests or prize competitions, the respective terms and conditions for participating apply. We do not guarantee participation in missions and/or allocation of prizes.

## 10. EyeEm Market Terms (optional)

The EyeEm Market Terms only apply to you if you have joined EyeEm Market. You first need to activate your EyeEm Community account for Market use. We decide upon the activation of EyeEm Market services at our own discretion.

Once your account has been activated for EyeEm Market, you may add photos to EyeEm Market and offer them for licensing, both on EyeEm Market itself and on partner platforms via the EyeEm Collection. This includes, but is not limited to, notable photo agencies, stock photo collections and other distribution platforms (e.g. Getty Images, Alamy).

You always keep full control of your copyright and may request the deletion of a photo from EyeEm Market at any time.

### 10.1 Grant of Rights - EyeEm Market

By adding a photo to EyeEm Market, you additionally grant us the non-exclusive right to offer your photo for licensing to the extent defined below, both within EyeEm Market itself and through partner platforms via the EyeEm Collection. For such purposes your photo can be modified (e.g. reformatted, photo and screen resolution, thumbnails), copied, provided to partner platforms, made available to the public, and publicly displayed.

At the same time, you offer us the right to license and sublicense non-exclusive rights to use your photo worldwide, in perpetuity, in any context and media against payment of your License Share and to grant the same right to partner platforms via the EyeEm Collection ("License Offer"). License rights include the right to use the photo in any context and media, e.g. in print and online media, newsletters, book covers, book illustrations, posters, advertisements, art prints and products of all kinds, and for such purposes to reproduce, duplicate, distribute, disseminate, exhibit, make it publicly available, broadcast, edit, and combine it with other content, as well as to use it in the production, sale and advertisement of goods and services. In cases where agencies license a photo for a client through EyeEm Market, the license rights may only be transferred from agency to client provided that no additional fee is charged. In case of licensing through partner platforms via the EyeEm Collection, license rights are sub-licensable and transferable.

In case we require exclusive rights, we will always ask for your consent separately.

To terminate the grant of rights for any photo you simply delete the photo concerned from EyeEm Market. For further details see **12. Deletion of Account and Content.**

### 10.2 Licensing Procedure

We accept your License Offer at the moment a buyer declares his intention to buy your photo through EyeEm Market itself or partner platforms via the EyeEm Collection. We will inform you about a successful licensing of your photo via email as soon as possible, but you agree that we do not need to declare our acceptance of your license offer immediately.

The extent of the licensed rights is based on the EyeEm License Terms as well as License Terms of partner platforms in effect at the time of the license purchase. We may define the license types available on EyeEm Market - while never exceeding the rights covered in your License Offer - but might restrict them, e.g. regarding the license period, territory and purpose of use. The prices for the offered licenses, as well as potentially granted discounts, can be determined either by us or the partner platforms. The current EyeEm Market license prices are available at <https://www.eyem.com/market> at any time.

### 10.3 Your License Share

You will always receive no less than 50% of the license or sublicense fee that EyeEm actually receives after deduction of any applicable sales taxes and dues.

The purchase of a license, as well as your share of the license fee, will be shown in your user profile. You will also receive a notification by email. You can then decide when you would like to receive the payment ("Payout Request"). The payout is operated by the payment service provider available on EyeEm at the time of the licensing.

#### **10.4 Model and Property Releases**

In order to license a photo without restrictions, all third party rights affected by the photo must be cleared. For example, for photos in which other people are recognizable, you must obtain their consent for the use of their likeness (a "Model Release"). And if you upload a photo that affects the rights of third parties (e.g. trademark, logos, copyright, intellectual property), you must obtain consent from the right owner for the use of the photos (a "Property Release").

You are solely responsible for obtaining the necessary releases. These releases must be communicated to EyeEm in writing or by email. You may obtain consent using our release request templates and processes. Release requests sent through EyeEm will be sent using your name on your behalf.

#### **10.5 Buyer's Acquisition of a License**

If you want to use a photo from EyeEm Market, you must acquire a license. To do so, you must select a license suitable to your needs from the available licensing options and complete the purchase by clicking the "Buy Now" button. You need to agree to the Terms of Service and the License Terms - you can access and download these from our website and during the purchase procedure. With your consent to the Terms of Service and the applicable License Terms, you are making a binding offer to acquire the chosen license. We accept this offer via the transmittal of a receipt and/or the providing of a link to download the photographic data. The license fee is payable immediately and may be paid with a credit card or any other payment method offered by EyeEm. Rights are fully transferred with the entire payment of the license fee.

#### **10.6 Information of Buyer's Right of Withdrawal**

When you acquire a license as a consumer, you have the right to withdraw from the license agreement. You will find all the relevant information in the License Terms. In case of a valid withdrawal you are required to delete the download link - and any applicable downloaded data - from your archive. You must ensure that the photo has not been used and will not be used in the future.

#### **10.7 Crediting**

When your photo is licensed to third parties, we will forward your real name and/or username, but cannot take responsibility for compliance with any potential credit obligations. Crediting may be limited when your photo is used commercially according to customs and practices in the industry and applicable license terms.

#### **11. Notifications and Communication**

In your account settings, you may choose which email and/or push notifications you want to receive from us and which not. By turning these notifications on you give your consent for us to contact you respectively. You can revoke your consent by turning these options off at any time. You also agree that we may contact you by email with relevant EyeEm Community or EyeEm Market information, such as the selection of your photos for the EyeEm Collection or EyeEm Blog.

#### **12. Deletion of Account and Content**

You may remove your photos and other content from EyeEm Market or from your account completely at any time. You may also delete your account at any time. In this case all of your content will be automatically and irrevocably deleted from our platform and no longer publicly visible. If your photos have been available on EyeEm Market, we will keep your photo and the photo's ID number available until potential license transactions regarding this photo are fully processed. We will then delete it completely from the database.

If your photos are included in one of our partner platforms of the EyeEm Collection, complete deletion from this platform may take up to 90 days to complete. The rights granted remain in effect until the final deletion. However, in case your photo has been shared on a social network it may remain publicly available.

We may delete content that, in our opinion, violates the Terms of Service, the rights of third parties and/or applicable laws, or is unacceptable for other reasons. We may delete your account if our contractual relationship ends.

Any rights granted will be terminated upon final deletion. The rights to photos that have been used prior to deletion, as well as completed license agreements and rights of use granted with such license agreements, remain unaffected.

#### **13. Your Liability**

You alone are - or your parent/guardian if you are under 18 years old is - responsible for your behavior as a user and compliance with these Terms of Service and applicable laws. You release us from all claims from third parties due to any alleged breach of duty to these Terms of Service and applicable laws that may arise or be invoked.

#### **14. Our Liability**

We are not responsible for checking uploaded content for potential legal violations or illegal content. Review of photos on EyeEm Market is done solely to determine whether we wish to accept an offer to enter into a license agreement. Any uploaded content belongs to the respective user and does not become our property. We disclaim all liability for illegal, incorrect, or incomplete content and for damages that arise through use of the content, to the extent legally permissible. This also applies to links to external websites on our platform.

However, we are fully liable for damages (a) resulting in a loss of life, bodily injury, or bodily harm due to a breach of duty by us, a legal representative, or agent, (b) caused by the absence of any condition guaranteed by us or (c) caused intentionally or through gross negligence by us, a legal representative, or agent. In the event of minor property or financial damages due to negligence, we are only liable in the event of breach of an essential contractual duty, and then only to the extent the damages are foreseeable by the end of the contract. Essential contractual duties are such duties which need to be carried out in order to actually perform the contract and in which the other party does and may trust. Any further liability for damages is excluded. Liability according to the German Product Liability Law ("Produkthaftungsgesetz") remains unaffected.

#### **15. Termination**

We reserve the right to terminate the contractual relationship with you with 6 weeks' notice without providing a reason and may, as a consequence, delete your account and content. The notice of termination may be made by email or in writing.

#### **16. Modifications to the Terms**

We reserve the right to modify or adapt the Terms of Service e.g. in the event of modifications to the services, technical changes or changes of legal regulations, as long as such modifications do not affect the main contractual elements and do not expose you to any unreasonable disadvantage. If we make changes, we will inform you of these at least 4 weeks in advance via email or within the app. If you do not agree with the changes, you may object via email or in writing within 4 weeks from receipt of the notice. If you do not object by the deadline, it shall be automatically considered as approval of the new Terms of Service. In our notification we will inform you about your right to object, the deadline and consequences of inaction.

#### **17. Final Clauses**

Any transfer of rights and obligations from these Terms or the contract itself to a third party shall be subject to your prior consent. When you reside in the United States, you agree that we may transfer our rights and obligations from these Terms or the contract itself to our affiliated company EyeEm Inc., 132 9th Street 304, 94103, CA, San Francisco, US. The right to transfer and sublicense rights to partner platforms remains unaffected.

German law shall apply as the jurisdiction for the Terms of Service. The CISG (Convention on Contracts for the International Sale of Goods) is hereby excluded. The place of delivery for the rights granted is our corporate headquarters. If you are using EyeEm for business purposes, the corporate headquarters of EyeEm shall also be the place of exclusive jurisdiction.

Should any clause in these Terms of Service be rendered wholly or partially invalid, ineffectual, or not enforceable, the remaining clauses shall remain valid and effective.

If you have any questions about these Terms of Service or need to contact us for any reason, do so at [support@eyeem.com](mailto:support@eyeem.com).