

Monzoom.com Royalty Free End User Licence Agreement

1. Introduction

1.1 The following agreement sets out the circumstances under which Members can make use of the photographs, videos, graphics, illustrations, drawings, sounds and music data files that are made available on the internet platform monzoom.com by monzoom, Withalmst. 9/1A/7, 2120 Wolkersdorf, Austria.

1.2 This licensing contract applies in addition to the applicable General [Terms and Conditions](#) (hereinafter “GTC”) for the website monzoom.com. In the event of a contradiction between the licensing contract and the GTC, the provisions of the following licensing contract take precedence.

2. Licence

2.1 monzoom grants Members the non-exclusive rights, unlimited in temporal or spatial terms, to use the content non-commercially, either in isolation or together with works by third parties, to edit and adapt it for their own purposes. This does not include the right to transfer these rights to a third party (to issue sub-licences).

2.2 In addition, monzoom grants Members the non-exclusive rights, unlimited in temporal or spatial terms, to use the content commercially, either in isolation or together with works by third parties, to edit and adapt it for commercial purposes. This granting of rights does not include the right to transfer these rights to a third party or to issue sub-licences.

2.2.1 The Member does, however, have the right to exploit in any conceivable manner their works that include the content, wholly or partially edited or unedited (in the following results), so long as the result does not consist only of the unedited content (under the meaning of point 2.3) and that the result is not used for prohibited purposes (according to point 3).

2.3 The content is only considered to have been edited if the result is a personal, intellectual creation of the member. Non-material changes (colouring, filters, alterations to the length) do not constitute editing under the meaning of this contract.

3. Restrictions

The content cannot under any circumstances be used for the following purposes:

3.1 The sale or distribution of a copy of the content as such. “Content as such” means when no editing or compilation of works under the meaning of the above regulations has taken place.

3.2 Making the content available in such a way as to enable a third party to obtain the content as such as an electronic data file or copy. The Member will take preventative measures for this purpose (e.g. copy protection).

3.3 for pornographic, sexist, defamatory, libellous, or racist images, or those that are offensive to minorities or religious feelings.

3.4 in the infringement of the personality rights of any depicted person. 3.5 in the use of the content in an abusive, denigrating or other way that is unlawful.

3.6 in the removal of any indicators of copyright, performance protection or trademarks on or connected with the content. The Member is required to reproduce these indicators every time the content is used.

3.7 in the use of the content in the framework of, or as part of, a trademark, registered design, logo, a business designation, a name or the designation of an establishment.

3.8 for unauthorised communications activities, whether direct or indirect (e.g. spam)

3.9 for any other unauthorised activities.

4. Guarantee

4.1 The Member undertakes to use the content only in accordance with the measures set out in this contract and frees monzoom from any claims by third parties arising from the assertion that the client has used or is using the content in a way contrary to the contractual regulations.

4.2 The Member is responsible for obtaining the necessary authorisation for each use of the content if these are not already in place. This is particularly applicable to depictions of people, works of art or architecture, places not accessible to the public, as well as to other depictions that contain names, companies, trademarks, incorporated registered designs or works protected by copyright or that affect other property rights of third parties.

4.3 monzoom declares that to the best of their knowledge and belief that the content does not infringe any rights of third parties.

This guarantee refers only to the content, not to any editing or compilation thereof.

4.4 monzoom provides no guarantee that the works are suitable, usable or able to be played back for a particular purpose. In particular, monzoom does not guarantee that all the data files can be edited, stored on any given recording medium or converted into any kind of file format.

5. Liability

monzoom liability is excluded unless the damage was caused intentionally or by gross negligence. This does not apply to loss of life or damage to a person's health.

6. Jurisdiction and place of fulfilment

9.1 To the extent permissible, it is agreed that Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

9.2 It is agreed that the materially and locally competent court for Vienna Inner City shall be the court of jurisdiction, as far as permissible.

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