

Terms of use for graphic materials

Conditions for the use of photos/pictures/videos of the JOYDIVISION international AG:

The JOYDIVISION international AG provides the specialized trade, business and cooperation partners (hereinafter referred to as "users") with selected photos/pictures/videos in the form of electronic image files free of charge. JOYDIVISION is the owner of all rights of use for these photos/pictures/videos. By downloading, copying or receiving the photos/pictures, the user declares that he has read the terms of use and agrees to them.

The following conditions apply to the use of the pictures.

1. The user acquires a simple right of use for the distribution/publication of the photos/pictures/videos via the following communication channels:

- print media (flyers, newspaper advertising, product catalogues)
- online media (own website, e-mail, online catalogue, online sales shop, social media like facebook etc.)
- other digital media (television, newsletter, apps)

2. The use is possible and permitted exclusively within the scope of the following purposes:

- Promotion of offers and services exclusively for products of JOYDIVISION
- The use of the photos/pictures/videos for competition products is not permitted and will be punished with a contractual penalty of € 2000 per violation.
- It is also agreed that cooperation partners are not allowed to advertise competitive products with registered trademarks (as keywords) of JOYDIVISION. For this, a contractual penalty of € 2000 per violation is agreed upon.

3. Each above mentioned permitted form of use of the images may only be used in connection with the original JOYDIVISION logo for JOYDIVISION products. When using the images, the copyright notice must always be indicated directly on or in the image as follows

"© JOYDIVISION". The use of the caption in any other place is prohibited and constitutes a violation of copyright. There must be no doubt as to the assignment to the copyright holder/author.

4. The use of the photos/pictures/videos for purposes other than those mentioned and the transfer to third parties is not permitted. Should claims of third parties be brought to the attention of the JOYDIVISION in view of improper use, the user already now expressly

indemnifies the JOYDIVISION from these claims. The indemnification also includes the costs of legal prosecution for the defence of such claims.

5. The images are copyrighted works. It is therefore not permitted to distort or falsify the pictures, e.g. by drawing, re-photographing, photo-composing or other changes by photomechanical or digital means.

6. The permission of use expires automatically when the cooperation partnership or the contractual relationship with JOYDIVISION ends. In case of doubt about the appropriate use of the photos/pictures/videos, JOYDIVISION is entitled to withdraw the permission of use at any time and with immediate effect. A justification for the withdrawal of the permission of use is not required in individual cases. If the permission of use expires or is subsequently withdrawn, the user must immediately remove the photos/pictures/videos from all communication media without being asked. Otherwise JOYDIVISION is entitled to request the user to refrain from doing so, subject to payment. For already printed materials, JOYDIVISION grants the user a usage period of max. 6 months from the expiry or withdrawal of the usage permission.

7. The law of the Federal Republic of Germany applies exclusively. Place of performance and jurisdiction for any disputes is the registered office of JOYDIVISION.