

## **Terms and conditions for the use of texts, images and symbols**

### **I. Use of texts and images**

#### **1. Scope of applicability**

The European Fascial Distortion Model Association („**EFDMA**“) is the sole owner of the exclusive, transferable, spatially and temporally unlimited rights to all graphics and images used on the website [www.fdm-europe.com](http://www.fdm-europe.com) (hereafter called “images”) as well as to all texts used on said website.

EFDMA grants any visitor to the website [www.fdm-europe.com](http://www.fdm-europe.com) (hereafter called „user“) the basic right to use the images and texts contained therein free of charge (unless otherwise labeled), provided the following terms of use are met:

#### **2. Terms of use**

EFDMA hereby grants to the user the non-exclusive, non-transferable, spatially and temporally unlimited right to use and exploit its images and texts for information, education and advertising purposes relating to the promotion and application of FDM. This right may be revoked at any time by EFDMA. The user is required to adhere to the following types of use:

2.1. The user has the right to use, duplicate and distribute said images and texts for information and advertising purposes at non-profit exhibitions, info events as well as for information brochures, product catalogues, promotional flyers, websites and client presentations.

2.2. The user has the right to electronically store and duplicate said images and texts for information and advertising purposes, whereby the scope of duplication shall include prints, reproductions, projections and copies as well as any use of said material as templates for graphics, drawings and re-enacted photographs.

2.3. The user has the right to modify and edit said images, if necessary, for information or advertising purposes. This includes the use of image sections, montages, coloring or image representation in black and white. Both the original and the modified images may be used and exploited.

### **3. Scope of use**

The concession to the rights of usage as detailed in chapter 1.2 does not give the user any copyrights or intellectual property rights or rights to use any texts or images beyond the specified scope.

Unless otherwise agreed, the rights to use shall be free of charge, non-exclusive, non-transferable and valid only for information and advertising purposes relating to the promotion of FDM.

Any duplication and distribution of said images and texts for purposes other than the ones stated in chapter 1.2 is strictly prohibited.

Said images and texts may also not be leased, loaned, broadcast or otherwise made available to the general public.

Edits, modifications, amendments or any other changes of said images and texts are only permitted in accordance with chapter 1.2 of these terms and conditions.

Digital images and texts may only be saved once to a harddrive or other storage device but not to a network. Said images and texts may also not be added to any data bases.

The user is required to label any such images and texts with a reference to source and copyright. Each time said images and texts are reproduced, they therefore have to bear the following label:

© **Archive EFDMA**, [www.fdm-europe.com](http://www.fdm-europe.com) – *Photographer name / Author.*

EFDMA reserves the right to revoke any and all rights to usage at any time and without previous announcement. EFDMA shall not be liable for any claims on the part of the user relating to the revocation of said rights.

### **4. Legal consequences of any violation of these terms and conditions**

The use of images and texts in direct violation of these terms and conditions is considered an infringement of EFDMA's rights and possibly also the rights of third parties.

The user shall be liable for any and all damages resulting from unlawful use of said images and texts.

The user shall also be liable for third party claims and EFDMA shall be indemnified and held harmless with respect to such claims.

The user shall furthermore be responsible and accountable for the compliance with all obligations resulting from these terms and conditions, even in cases where the user has granted access to any images or texts to a third party, thereby failing to comply with his/her own obligations under these terms and conditions.

## **II. License to use symbols and brands**

### **1. Use of symbols**

EFDMA is the recognized owner of all symbols and brands (hereafter called „licensed logos“) on its website [www.fdm-europe.com](http://www.fdm-europe.com).

EFDMA grants to the user the non-exclusive, non-transferable right to use said licensed logos for information and advertising purposes relating to the promotion and application of FDM, free of charge. EFDMA retains the prerogative to revoke this right at any time.

### **2. Scope of use**

The licensed logos are to be used in their original form, as presented on the website [www.fdm-europe.com](http://www.fdm-europe.com). They may be used in color or black and white. Any modification to those licensed logos requires the express written consent of EFDMA. The user is not permitted to use cropped sections of said licensed logos separately and is also not authorized to modify those licensed logos in any way, particularly not by attaching his/her own or third party symbols, logos or other additions of any kind without the express written permission of EFDMA.

The user is not permitted to register or purchase intellectual property rights, copyrights or brand symbols similar to EFDMA's licensed logos, either directly or through third parties.

The user is required to acknowledge that those licensed logos are the sole property of EFDMA and that the rights to use said logos have been transferred to them, albeit expressly prohibiting any transfer of sublicenses. The user pledges to use said licensed logos with due regard to EFDMA's reputation and refrain from any usage which might be considered offensive or might undermine or gravely damage EFDMA's image or reputation permanently in any way, shape or form.

## **III. General terms**

### **1. Warranty / Scope of liability**

The license and rights to use detailed in chapters I and II, respectively, are free of charge, therefore EFDMA shall exclude any guarantee or warranty to the extent permitted by law. In particular, EFDMA does not offer any guarantee with respect to the images, texts or licensed logos exploited by the user being free of third party rights, specifically any trademark or copyrights or other intellectual property rights or rights of usage.

EFDMA shall not be made liable for any direct, indirect or consequential damages, losses of profit or data or damages resulting from third party claims except in cases where the damage is the result of EFDMA's own

intentional or grossly negligent behavior. The burden of proof for any intentional or grossly negligent behavior on the part of EFDMA lies with the user.

Any liability relating to these terms and conditions shall in any case be limited to EUR 100,00 per incident and a total of EUR 300,00 in total.

Damage compensation claims shall expire after the statute of limitations of one year from the discovery of the damages and the damaging party has passed.

## **2. Final provisions**

Should one or several clauses listed in these terms and conditions be rendered invalid or inapplicable, either in part or in total, the validity and applicability of all other clauses shall not be affected. The invalid or inapplicable clause shall be replaced with a valid or applicable one, which shall be as close as possible to the invalid or inapplicable clause in terms of legal and commercial content; the same applies to any policy gaps or loopholes contained in these terms and conditions.

These terms and conditions are subject to Austrian law excluding its conflict of laws principles. EFDMA'S company headquarters shall be acknowledged as place of contract fulfillment and sole jurisdiction for any or all claims relating to these terms and conditions.

EFDMA reserves the right to modify these terms and conditions at any time. EFDMA will announce these changes and offer the finalized modified terms and conditions on their website [www.fdm-europe.com](http://www.fdm-europe.com).

## **3. Declaration of acceptance**

A legally binding consent by the user to these terms and conditions is automatically assumed as soon as the user exercises any or all of the rights granted under these terms and conditions.