General Terms and Conditions of Use for the Image Database Content of Murk GmbH & Co.KG Men's Fashion, Hauptstrasse 5, 96193 Wachenroth, Germany

Use of the image database and its content is dependent on your consent to the terms and conditions of use, detailed below. You may only use the image database if you have given your consent to the following Terms and Conditions of Use.

Please note: Every design must be approved by Murk Men's Fashion before it is printed out or saved as a PDF file and sent by email.

1. General provisions

1.1 Murk Men's Fashion provides the following materials for downloading from its image database:

- Word and figurative marks of Murk Men's Fashion (logos, etc.)
- Campaign material from the current season
- Advertising policies

1.2 Users are not entitled to any specific content. Murk Men's Fashion may at any time provide further and/or other content (e.g. from a previous season) and may remove content from the image database without prior notice.

1.3. Any unlawful use may lead to legal consequences under both civil and criminal law.

2. Use of content

2.1 Provided that you have first obtained consent from Murk Men's Fashion, you may use content as design elements to support your own products and services, if such use serves to support advertising for your own sales and image interests (hereinafter summarily called "Measures"). The following Measures are permitted for the individual images:

2.1.1 Word and figurative marks

- Mailing campaigns
- Promotional campaigns
- Retail advertising and POS material
- Corporate brochures
- Press releases
- National and international ads (e.g. advertising campaigns)
- Regional ads in newspapers, journals and magazines
- Outdoor campaigns (e.g. buses, large format, trade shows)

2.1.2 Campaign material
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- Retail advertising and POS material
- Corporate brochures
- Press releases

2.1.3 The use of image data in online-shops is strictly forbidden.

2.2 Content may only be used in an appropriate advertising environment. No right of use is provided for contexts involving pornography, deformation, libel or for any other circumstances or presentations which are in conflict with legal provisions.

2.3 All content provided in the image database is under trademark rights and copyright owned by **Murk Men's Fashion**. Within the parameters of your use of material, as specified in clause 2.1, **Murk Men's Fashion** grants you a single, non-exclusive, non-transferable right of use that is limited in time and content. This right of use is granted for free.

All content is provided for a limited period of time, i.e. you must use content for your purposes within the specified timeframe. Once the season is over, all rights of use expire, and any new Measures require renewed downloads from the image database available at the time.

The following seasons are applicable:
- **Spring/summer from the date of provision (January)** up to and including **30 June** of the year when the content was created.
- **Autumn/winter from the date of provision (July)** up to and including **31 December** of the year when the content was created.

2.4 Content must not be significantly distorted or falsified.
A change shall be considered significant if, for example, the character of the content is lost. This is the case, for instance, if third-party logos are added or if the image can no longer be associated with trademarks owned by **Murk Men's Fashion**.

No permission is given for the removal of information about or references to copyrights, trademark rights or other ownership rights. If such details are missing, the relevant image may only be used if the Measure contains a reference to the trademarks owned by **Murk Men's Fashion**. This places you under a special obligation to use the word and figurative marks of the relevant **Murk Men's Fashion** collection.

2.5 **Murk Men's Fashion** may require you to send them, at your own expense, a complimentary copy of Measures you intend to implement or have already implemented.

2.6 You must not permit third parties to use the content. Neither may you resell content or offer it in any form whatsoever (e.g. free download, reproduction) without first obtaining express written approval from **Murk Men's Fashion**.

2.7 Any use that goes beyond these Terms and Conditions of Use requires prior written approval from **Murk Men's Fashion**.

3. Revocation of rights of use

3.1 **Murk Men's Fashion** may withdraw and revoke your right to use the database if you have committed a significant breach of these Terms and Conditions of Use. Significant breaches also include instances where you fail to send us a complimentary copy as specified in clause 2.5 of these Terms and Conditions.

3.2 Once your rights of use have been withdrawn, you must permanently erase any content you have downloaded and permanently destroy any print-outs you have created. Should this be requested by us, you must issue an affirmation in lieu of an oath, confirming that you have erased and/or destroyed the relevant content. You are not under an obligation to effect erasure/destruction in instances where you have used content for your own Measures, or where you have created advertising catalogues in which you have used content in observance of these Terms and Conditions of Use.

4. Liability

4.1 **Murk GmbH & Co.KG Men's Fashion** accepts no liability for the suitability or usability of content to the success of your intended Measure.

4.2 The liability of **Murk Men's Fashion** is limited to wilful misconduct and gross negligence. It does not bear any liability for ordinary negligence. The only exception to this is cases where **Murk Men's Fashion**, its legal representatives or vicarious agents have culpably violated an essential contractual duty.

5. Incidental provisions

5.1 These Terms and Conditions of Use conclusively regulate the use of our image database. We reserve the right to change these Terms and Conditions at our own discretion. The relevant applicable version shall always be the latest to be published.

5.2 The place of performance for all obligations arising from this contractual relationship shall be place of registration of **Murk GmbH & Co.KG Men's Fashion**. Should legal disputes arise from this contract, the relevant court shall be the court in **Erlangen**, Bavaria, Germany as the exclusive place of jurisdiction.

5.3 These Terms and Conditions of Use and all legal proceedings shall be exclusively subject to the law of the Federal Republic of Germany. Where the latter makes reference to other legal systems, those references shall not be applicable. The Convention on the International Sale of Goods (CISG) shall not be applicable.

6. Contact details

If you are not sure about your rights under this contract, or if you want to use content in a way that is not permitted under these Terms and Conditions, please write to the following contact:

marketing@murk-mensfashion.de

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Image user
Date, signature and company stamp