

Scope

1.1 Basis. This agreement (hereinafter referred to as the "kiteguide content provider terms") applies to individuals or companies providing content to kiteguide GmbH (hereinafter referred to as "Content Providers") and governs the legal relationship between you as an individual or company and kiteguide GmbH (hereinafter referred to as "kiteguide"). These kiteguide content provider terms, along with the General Terms of Use of kiteguide (accessible at <https://www.kiteguide.com/privacy>), regulate the relationship. Irrespective of your country of residence, these kiteguide content provider terms are universally applicable. In case of contradictions, these kiteguide content provider terms supersede the General Terms of Use of kiteguide.

1.2 Subject of the Agreement. kiteguide provides photographers and other providers of the listed content (hereinafter referred to as "providers" or "Content Providers") the opportunity to upload such content to kiteguide, either directly through the kiteguide website or through other file-sharing platforms such as Bitnanny, WeTransfer, Google Drive, or NextCloud, among others. Uploaded content is then offered to potential users (hereinafter referred to as "users") through kiteguide. Users can download and use various types of content, including but not limited to photos, illustrations, vectors, images, templates, 3D and other stock media, videos, and other illustrated or graphic work (collectively referred to as "contributions"), from different providers based on various license agreements. "Website" refers to the websites and applications of kiteguide that provide access to these websites, including but not limited to kiteguide.com.

1.3 Applicability. These kiteguide content provider terms apply in their current version at the time of contract conclusion. Divergent conditions from Content Providers are only effective if expressly and in writing agreed upon by kiteguide.

Registration; Conclusion of the Agreement; Duties and Responsibility for Your Account

2.1 Uploading contributions for the purpose of making them available on kiteguide may require prior creation of a kiteguide account (hereinafter referred to as "Content Provider Portal").

2.2 The Content Provider has no legal claim to registration and conclusion of a Content Provider agreement. kiteguide is entitled to refuse registration without stating reasons.

2.3 Registration requires the Content Provider to (1.) submit the data requested in the registration form and (2.) be of legal age.

2.4 You confirm that the data provided by you is complete and truthful. You are obligated to promptly and unsolicitedly notify kiteguide of any subsequent changes to the data requested in the registration form. To do so, please contact us at privacy@kiteguide.com.

2.5 The provisions of this provider agreement encompass the rights and obligations between you as a Content Provider and kiteguide in accordance with these kiteguide content provider terms and the General Terms of Use of kiteguide (<https://www.kiteguide.com/privacy>).

2.6 Upon confirmation of registration by kiteguide, a password-protected user account will be established in the Content Provider Portal for the Content Provider. The Content Provider is obliged to keep their access data confidential and to secure access to their user account carefully. Each Content Provider is solely responsible for all activities performed through their user account.

2.7 The Provider is liable for any misuse of their Content Provider account by third parties unless they can prove that they are not at fault for such use. The Content Provider is responsible for securely storing their access data and must take appropriate measures to prevent unauthorized access to their provider account.

Scope of Services by kiteguide; Provision, Transmission, and Management of Contributions

3.1 Provision and Transmission of Contributions. You submit a contribution in a format and by means of direct upload through the kiteguide website or by using other file-sharing platforms not exhaustively listed, such as Bitnanny, WeTransfer, Google Drive, or NextCloud, provided by kiteguide through the input screens of your user account in the Content Provider Portal and via the website. Furthermore, you submit the respective contribution for review by kiteguide in accordance with the guidelines published on the kiteguide website or otherwise provided by kiteguide ("Guidelines"). Contributions submitted to kiteguide must not be test versions or versions with watermarks. kiteguide may change the Guidelines from time to time, and you should review them regularly. If the respective contribution meets the technical and content requirements, it will be published promptly. Content Providers have no entitlement to have a contribution they submitted displayed.

3.2 Management of Contribution. Kiteguide reserves the right to remove contributions that violate Clause 6.2 and/or breach a warranty under Clause 6.3 without prior notice.

Licenses for Kiteguide

4.1 Unlimited Usage Rights. You grant kiteguide and the companies Kiteguide a non-exclusive, unlimited, temporally, spatially, and materially unrestricted usage right for all contributions transmitted to kiteguide based on these kiteguide content provider terms, in all media and formats. This includes, but not limited

to, the following transferable copyright usage rights, related rights, and other rights: reproduction, distribution, exhibition, performance, broadcasting, reproduction through analog and/or digital image and/or sound carriers, reproduction of radio broadcasts in analog and/or digital form, and the right of public accessibility. The granting expressly includes the right to sublicense and transfer the rights transferred to kiteguide to third parties in accordance with Clause 5. This granting also explicitly includes the right to edit your contribution, particularly to modify, supplement, shorten, compile, combine with other contribution, collage, and translate the contributions, the right to create derivatives based on the contribution, including the right to sell or distribute the contribution or any reproductions thereof themselves or jointly with or on a commercial product or other protected contribution, in any medium or format, now and in the future.

4.2 Promotion. Furthermore, Kiteguide is entitled to use your contributions for the marketing and promotion of your contributions, the websites, and the business of Kiteguide. For this purpose, you grant Kiteguide the usage rights mentioned in Clause 4.1.

4.3 Attribution. Kiteguide is entitled but not obligated to mention your name, trademarks, and the name of your company in connection with the uses mentioned under this Clause 4. This includes the moral rights of the author in accordance with Clause 7.1 while preserving the author's personal rights to their contribution.

Licenses for Users

5.1 Right to Sub-License. You grant Kiteguide the right to grant sub-licenses to users for your contribution in accordance with these kiteguide content provider terms and based on a written and/or electronic agreement between a company of Kiteguide and a user ("User Agreement"). Kiteguide is entitled to grant users non-exclusive, unlimited, temporally, spatially, and materially unrestricted usage rights for all media and formats. The usage rights that may be subject to such sublicense granted by kiteguide include, but not limited to, the following copyright usage rights, related rights, and other rights: reproduction, distribution, exhibition, performance, broadcasting, reproduction through analog and/or digital image and/or sound carriers, reproduction of radio broadcasts in analog and/or digital form, and the right of public accessibility.

5.2 Scope of Rights for Users. Furthermore, you grant Kiteguide the right, within the scope of a sublicense, to grant users the following rights: the right to edit your contribution, particularly to modify, supplement, shorten, compile, combine with other contributions, collage, and translate the contributions, the right to create derivatives based on the contribution, including the right to sell or distribute the contribution or any reproductions thereof themselves or jointly with or on a commercial product or other protected contribution, in any medium or format, provided that the use of the modified contribution by users is limited exclusively to the permissible use of the original contribution as defined in these kiteguide content provider terms.

5.3 Social Media and Websites. In particular, kiteguide is also permitted to grant users sub-licenses that include the right to use your contribution on social media platforms or third-party websites within the functionalities of the respective social media platform or third-party website and in accordance with the respective user agreement of the third-party provider (for example, posting or sharing the contribution), and to grant them the necessary usage rights to do so, provided that this does not exceed the scope of usage rights that may be granted to the user according to these kiteguide content provider terms.

5.4 Use for Customers. kiteguide is permitted to allow users to fully transfer the license granted to them to a single customer if they themselves retain no further usage rights from the license beyond the corresponding documentation and agree with their customers to comply with these terms.

5.5 Print-on-Demand. kiteguide offers an Application Programming Interface program ("API") that enables print-on-demand customers of Kiteguide to exploit your contribution. A paid license acquisition is only concluded upon an order by a print-on-demand customer, while the promotional presentation and sales promotion using your contribution are free of charge. You hereby grant Kiteguide the necessary rights for this form of exploitation.

Intellectual Property Rights

6.1 Intellectual Property Rights. We respect the intellectual property rights and the personal rights of third parties. You warrant that you own all rights to the contributions, including all copyrights, trademarks, patents, personality rights, exploitation rights, moral rights, and other rights, or that you possess all necessary rights and licenses to grant us the necessary usage rights for the uploaded images. You guarantee us that you have obtained all necessary consents, permissions, and/or releases from all individuals and/or companies whose consent is required for the use of the images.

6.2 Prohibited Contributions. You are prohibited from uploading or otherwise transmitting unlawful contributions to us. In particular, you are prohibited from uploading or otherwise transmitting contributions that:

6.2.1 are offensive, abusive, defamatory, pornographic, hateful, racist, harmful to minors, threatening, or obscene;

6.2.2 violate existing rights, particularly contractual rights, personality rights (e.g., defamation, privacy), or intellectual property rights (e.g., copyright, patent, trademark, or trade name rights) of a person or company;

6.2.3 violate applicable national or international law;

6.2.4 include harmful content such as viruses, malware, or Trojans, or are otherwise capable of impairing our platform, systems, or the security of other users or third parties.

6.3 Your Warranties

6.3.1 General. If your uploaded images depict an identifiable person or a brand or logo or other objects protected by intellectual property rights, you warrant that (1) you have the authorization and have obtained all necessary consents and (2) you will promptly provide us with evidence of your authorization and the obtaining of all necessary consents upon request.

6.3.2 Consents from Depicted Individuals: You guarantee that you have obtained all necessary consents from the depicted individuals to use and transmit the uploaded images to kiteguide. Such consents should include the express consent of the depicted individuals that they understand and accept the possible uses and further distribution of the images by kiteguide in accordance with these kiteguide content provider terms.

6.3.3 Consent from Owners of Intellectual Property Rights: You guarantee that you have obtained all necessary consents from the owners of intellectual property rights to use and transmit the uploaded images to kiteguide. Such consents should include the express consent of the intellectual property rights owners that they understand and accept the possible uses and further distribution of the images by kiteguide and Kiteguide in accordance with these kiteguide content provider terms.

Moral Rights

7.1 Moral Rights. You grant Kiteguide and the companies of Kiteguide the right to attribute your name, trademarks, and the name of your company in connection with the use of your contributions by Kiteguide

7.2 No Distortion or Mutilation. Kiteguide undertakes not to distort or mutilate your contributions without your consent. This does not apply to adaptations of your contributions required to display them on the respective end device or for data compression or other technically necessary adaptations.

License Fee

8.1 Compensation. In consideration for the usage rights granted to Kiteguide under these kiteguide content provider terms, you are entitled to a license fee in accordance with the price list published on the kiteguide website or otherwise agreed upon in writing between you and kiteguide.

8.2 Payment. The payment of the license fee shall be made in accordance with the payment terms set forth in the General Terms of Use of kiteguide (<https://www.kiteguide.com/privacy>).

Liability and Indemnification

9.1 Limitation of Liability. kiteguide's liability is limited to intent and gross negligence. kiteguide is not liable for any indirect damages, consequential damages, or lost profits.

9.2 Indemnification. You shall indemnify Kiteguide from and against any and all third-party claims, including reasonable attorneys' fees, arising from or in connection with any breach of your obligations under these kiteguide content provider terms, including but not limited to the warranties and guarantees provided by you.

Term and Termination

10.1 Term. This agreement shall come into effect upon your acceptance of these kiteguide content provider terms and shall remain in effect until terminated by either party.

10.2 Termination by the Content Provider. The Content Provider may terminate this agreement at any time by giving written notice to kiteguide. In this case, kiteguide will cease the use of the contributions promptly after receipt of the termination notice.

10.3 Termination by kiteguide. kiteguide may terminate this agreement at any time by giving written notice to the Content Provider. In this case, kiteguide will cease the use of the contributions promptly after receipt of the termination notice.

10.4 Survival. The provisions of Clauses 4, 5, 6, 7, 8, 9, and 11 shall survive the termination of this agreement.

Miscellaneous

11.1 Entire Agreement. These kiteguide content provider terms, together with the General Terms of Use of kiteguide (<https://www.kiteguide.com/privacy>), constitute the entire agreement between the Content Provider and kiteguide regarding the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written.

11.2 Amendments. kiteguide reserves the right to amend these kiteguide content provider terms at any time without giving reasons. kiteguide will inform the Content Provider of any amendments to these kiteguide content provider terms by email at least two weeks before the amendments come into effect. If the Content Provider does not object to the amendments within two weeks of receiving the notification, the amended kiteguide content provider terms shall be deemed accepted.