

## **Terms and Conditions for the use of the logo ZARGES GmbH. Terms and Conditions for the use of product and usage images owned by ZARGES GmbH**

Last updated: 10/2020

### **1. General information**

**1.1** The following Terms and Conditions set out the requirements for the use of the logo, logo elements, product images and image data owned by ZARGES GmbH that are covered by copyright.

**1.2** ZARGES GmbH does not accept any general terms and conditions of the requesting party that deviate from or add to these Terms and Conditions. This applies even when ZARGES GmbH does not expressly object to them.

### **2. Use of the logo**

**2.1** The requesting party shall not use the logo in such a way that impair the validity of the logo as a trademark or its affiliation to ZARGES GmbH. The lettering on the logo may not be modified or used in any declined or plural form. The font of the lettering may not be altered. Likewise, no modifications may be made to the colour or graphical elements of the logo.

**2.2** The requesting party shall only use the logo that has been approved by ZARGES GmbH for use.

**2.3** Use of the logo beyond the scope approved by ZARGES GmbH is not allowed; this applies especially to use of the logo for commercial purposes (e.g. on merchandise, promotional items and other products).

**2.4** The logo shall not be use in connection with inadequate or substandard services, in connection with morally objectionable content (especially right-wing or pornographic content), in any manner that violates competition law or other statutory regulations, and in any manner that contradicts the purpose of ZARGES GmbH.

**2.5** The logo shall not be transferred to or reproduced for a third party. Exception: the logo may be transferred to a third party if the recipient of the logo data can sufficiently assure that the third party will not modify the logo or use it in any manner that is false, misleading or unauthorised.

**2.6** The logo of ZARGES GmbH shall not be used in connection with the promotion of third-party products.

### **3. Use of product and usage images**

**3.1** Image data owned by ZARGES GmbH may not be used in any manner that:

- Negatively affects the ZARGES brand and its products in general
- Directly or indirectly promotes competing products

**3.2** Image data owned by ZARGES GmbH may not be modified and must include a copyright notice (© 2020 ZARGES GmbH) or a source reference in the image caption (Photo: ZARGES GmbH). Likewise, no modifications shall be made to the colour or graphical elements of the image data.

**3.3** The requesting party shall only use the images that have been approved by ZARGES GmbH for use.

**3.4** Any use of the image data beyond the scope approved by ZARGES GmbH is not allowed; this applies especially to use of the image data for commercial purposes (e.g. on merchandise, promotional items and other products).

**3.5** The image data shall not be use in connection with inadequate or substandard services, in connection with morally objectionable content (especially right-wing or pornographic content), in any manner that violates competition law or other statutory regulations, and in any manner that contradicts the purpose of ZARGES GmbH.

**3.6** The image data shall not be transferred to or reproduced for a third party. Exception: the image data is may be transferred to a third party if the recipient of the image data can sufficiently assure that the third party will not modify the image data to its detriment or use it in any manner that is false, misleading or unauthorised.

**3.7** Image data owned by ZARGES GmbH shall not be used in connection with the promotion of third-party products.

#### **4. Action in case of violation**

**4.1** If the requesting party violates its obligation to cease and desist, ZARGES GmbH shall consider its course of action on a case-by-case basis.

#### **5. Quality assurance**

**5.1** ZARGES GmbH reserves the right to assess the compliance with the guidelines listed under Clause 2.

**5.2** The requesting party/user of the image data must provide ZARGES GmbH with information on how the logo and image data are used.

#### **6. Ownership**

**6.1** The requesting party acknowledges that ZARGES GmbH is the sole owner of all rights associated with the logo, especially those associated with the trademarks whose subject matter is the logo, and of the goodwill associated with these trademarks. The same applies to product and usage images.

#### **7. Warranty, liability and release from liability**

**7.1** ZARGES GmbH does not assume any liability for the legal validity of the logo or the image data.

#### **8. Duration and expiration of the right to use**

**8.1** The approval for use shall become valid when the requesting party receives the relevant statement by ZARGES GmbH and shall remain valid until it is revoked or until the business relationship is terminated.

**8.2** The requesting party and ZARGES GmbH have the right to terminate the agreement without notice.

**8.3** **The use of the logo and image data owned by ZARGES GmbH requires acknowledgement of and consent to the Terms and Conditions for the use of logos and image data own by ZARGES GmbH.**