

Terms of Use for the Kuhn Rikon Asset Finder Tool (KRAFT)

Abbreviations used in this document:

KRAFT	Kuhn Rikon Asset Finder Tool
KR	Kuhn Rikon
User	User of KRAFT and Kuhn Rikon Media Assets
MA	Media Asset(s)

1. Scope of application

These terms and conditions apply to users of KRAFT as well as to the use of the MA contained thereon as well as all further platforms controlled by KR. User's terms and conditions deviating from these will not be recognised.

2. Free use

KRAFT is made available to KR partners free of charge for the duration of the cooperation.

3. Rights of use of KRAFT MA

This agreement comes into existence between the user and KR at every use of KRAFT as well as at the initial registration of KRAFT. With the use of KRAFT the user accepts the following terms and conditions.

3.1 Rights of use

- Users of KRAFT acquire a **non-exclusive right to use the MA** made available on KRAFT **restricted to the duration of the cooperation with KR**.
- The ownership of the MA contained on KRAFT will never transfer to the user.
- The copyright of the MA contained on KRAFT will never transfer to the user.
- All further rights remain with KR as well.
- In the context of necessary, customary work processes, the user may pass on the MA to third parties (e.g. printer's), who are integrated within the manufacturing process and without which the production would not be possible. These third parties and any sub-contractors do not have any further right to use the MA and may not extract or use the files passed on for other purposes.
- The user is responsible to Kuhn Rikon for the adherence by relevant third parties/sub-contractors to these stipulations.

3.2 Restrictions on use

The images sourced on KRAFT may not be used

- for the purpose of prohibited and prosecutable actions
- in a pornographic context
- in a humiliating and demeaning manner for the person(s) depicted
- in a humiliating and defamatory manner for the photographer or if it has to be assumed that KR could not be in agreement with the planned publication.

The pictures can be altered by the person ordering for the use he intends. Alterations, which distort the original message in the image to the extent that it has to be assumed that KR could not be in agreement with the alteration, are not permitted.

3.3 Use within the framework of statutory stipulations

The user guarantees use within the framework of statutory stipulations as well as of these terms and conditions. He will indemnify KR against any claims by third parties, which arise from the incorrect use of the image material.

4. Registration

Users of KRAFT can apply to KR for registration. The form provided is to be filled out by the applicant and sent to the following address:

Swiss business customers:	krch.KRAFT.registration@kuhnrikon.ch
European business customers:	krap.KRAFT.registration@kuhnrikon.ch
Asian business customers:	kremea.KRAFT.registration@kuhnrikon.ch
Press:	KRAFT.registration@kuhnrikon.ch

After receipt and successful verification of the application, a temporary log-in will be set up for the user within two working days at most. The user will be notified of the log-in details by e-mail. The log-in is person-specific and may not be transferred or passed on.

The user will be prompted to change the password when first logging in.

KR reserves the right to reject the registration of a member without a given reason.

5. Data protection/data collection

In order for KR to be able to enter the user's log-in correctly, the details listed in the registration form is needed and stored only for this purpose. Stored data is not passed to third parties. When the account is deleted, all the personal data of the KRAFT user will be automatically deleted.

6. Duration of the right of use, termination and deletion of the account

The right of use is restricted to the duration of the cooperation between KR and the user. The user account can be deleted at any time by KR without adhering to a term and without giving any reasons.

When a user account is deleted by KR, all the user's data is deleted. The user will be informed in written form. Unless otherwise agreed between the user and KR in writing, the termination of the account results in the cessation of the user's user rights for all MA thus far used and which he has obtained via KRAFT – this shall also apply if the user has previously downloaded the images from KRAFT and stored them locally.

7. Amendment of the terms and conditions

KR is entitled to amend and / or supplement the contents of these terms and conditions at any time. KR will notify the user accordingly at the latest two (2) weeks before the amendment.

8. Law applicable and place of jurisdiction

Subject to other statutory stipulations, the KRAFT platform in question and use thereof, as well as the services which are connected with the platform, are subject exclusively to Swiss law. The exclusive place of jurisdiction for all disputes connected with the use of this website is that of the municipality of Zell.