

Welcome to EyeEm! We want to empower your creativity.

Here are our Terms of Service for Photographers. Please read them carefully before you get started! They apply to you when you register as a photographer and use the services available to photographers on the EyeEm platform www.eyeem.com and within the EyeEm mobile applications (iOS and Android). EyeEm is operated by EyeEm Mobile GmbH ("EyeEm" or "We"). Further information can be found in the [Imprint](#).

Valid from February 1, 2021

1. Acceptance of Terms

To gain full access to EyeEm services for photographers you must first register for a Photographer Account. By doing so you give your consent to our Terms of Service and our [Privacy Policy](#). This way we become contractual partners with mutual rights and obligations.

2. Services

EyeEm is a community and marketplace for photos and videos.

EyeEm Community: Here you can upload your photos and in the future also videos (collectively referred to as "Content"), publicly display and share your Content with others, comment on other users' Content, participate in contests ("Missions"), read tutorials, interviews and articles, and use other services offered for Photographers. The goal of EyeEm Community is to provide photographers with a platform for showcasing their creative work, getting discovered, and being inspired.

EyeEm Market: Here you have the opportunity to sell licenses for your Content on our platform and through our distribution partner network, thus allowing third parties to purchase your Content. Additional regulations under section 9 apply.

EyeEm also publishes a print magazine and organizes various events, exhibitions and workshops.

EyeEm is not a platform for storing and managing your Content. Therefore, always keep copies of your Content safely backed up outside your EyeEm user account!

We have the right to modify or discontinue our services at any time. There is no entitlement to the provision of user accounts, participation in the EyeEm Market (Section 9.1), the selection of your Content for the EyeEm Market and/or partner platforms, unlimited uploads, or the error-free and uninterrupted availability of the EyeEm platform and services.

3. Registration

You can register with EyeEm if you meet the age requirements as per section 4 and you are not a member of a copyright collecting society. You can register by entering a valid email address and a secure password or via social networks (as available such as *Google* or *Facebook*). You may select a username, provided such username is still available and does not violate any third-party rights, laws or regulations.

Your registration becomes effective once you have completed the registration process and we confirm this or activate your account.

Your user account is only valid for you personally, i.e. you may not create a user account for a third party, transfer it to a third party or allow a third party to use it. You are responsible for all activities that take place in your user account and must inform us immediately in case of unauthorized access to your account.

With your registration you have the opportunity to choose whether you would like to receive our newsletter and community updates, from which you may unsubscribe at any time. Consent to such updates is not required for your registration.

Any information that you provide to us in the course of registration must be complete, correct and up to date at all times so we can get in touch with you when necessary. Please choose a secure password and keep this password confidential. We reserve the right to adjust password requirements at any time to meet current security standards. If you become aware that your password is or may have been compromised, you are obliged to inform us immediately at support@eyeem.com. Please note that we may have to reset your password to ensure the security of your account.

We also have the right to amend the requirements for registration or for future use of user accounts (e.g. ID authentication) at any time. If you do not meet these subsequent requirements, we are entitled to restrict the usage of your account or terminate our contract in accordance with section 12.

4. Age restrictions

To join EyeEm Community you must be at least 18 years old or at least 14 years old and have the consent of your parents or guardians. By registering, you confirm to meet these age requirements.

To activate your account for EyeEm Market (section 9.1), you must be at least 18 years old.

We may ask you to provide proof of your age or your parents' consent at any time and may therefore contact you. Parents or legal guardians who have given their consent are solely responsible for their child's account activities in accordance with these Terms of Service and are liable for their child's misconduct and any damages resulting from it. Parents and legal guardians are advised that Content available on EyeEm may be inappropriate for minors.

5. Upload of Content

You can only upload Content to EyeEm, if such Content is your original Content, which means only you created it and you did not copy, edit or imitate any third-party work. Your Content must not violate our Terms of Service and any applicable local laws and regulations, and you must have the unrestricted right to provide us with such Content to the extent defined below.

When uploading Content, you have the option of adding the location in which your Content was captured and thus making the location visible to others. EyeEm may suggest the location based on the metadata of your Content. You can also add tags which are suggested by our image recognition software and of course you can create own tags.

By uploading Content to your user account, you agree that your Content, name and username may be publicly visible on EyeEm and may be liked, commented upon and shared in social networks (e.g. *Facebook* and *Instagram*) by EyeEm and other users.

For the upload of Content onto EyeEm Market, please see section 9.2 for additional information and requirements. EyeEm may at any time amend content and/or technical requirements for uploading Content and may refuse to upload certain Content at its discretion.

You can delete your Community Content from your user account at any time. For further information and removal of Market Content please see section 12.

6. Prohibited Content and Unacceptable Use of EyeEm

Content or conduct that violates the rights of third parties or violates applicable laws is not permitted on EyeEm. This includes in particular the following Content and conduct:

- Pornographic, insulting or racist Content as well as Content that violates laws or regulations for the protection of children or young people. This also applies to usernames, tags, captions, and comments that you add to your Content or that of other users.
- Content of third parties, i.e. Content that you have not created yourself or that you have copied or imitated in whole or in part without the consent of the respective rights owner.
- Content which impairs or infringes the rights of third parties, in particular personal rights, copyrights, trademarks or other intellectual property rights.
- Using EyeEm for direct advertising purposes or contacting other users, licensees, customers and/or partners of EyeEm for the purchase or sale of products or services, as well as any form of spam or other harassing behavior (e.g. when commenting on Content).

7. Reporting and Removal of Prohibited Content

We cannot comprehensively check Content uploaded on our platform for potential rights violations. If we receive indications of illegal Content or discover violations against third party

rights, applicable laws or our Terms of Service, we may, at our sole discretion and without notice, delete such Content from your account.

If you discover Content on EyeEm that violates copyright, privacy or other rights of third parties, contains pornographic or violent Content or violates our Terms of Service, you may report such Content at any time via the app or website ("Report") or contact copyright@eyeem.com directly. Your report must contain specific information about the violation to be processed. You will find further information on our website. Reports with insufficient information may not be answered. Abusive reports or false statements will be legally prosecuted.

We will review Reports, contact you if we have any questions, and delete any inappropriate Content immediately. We reserve the right to temporarily block and, at our discretion, delete Reported Content. In case of infringements and legal claims we reserve the right to forward your contact information to the claimant to the extent legally permitted.

8. EyeEm Missions

We occasionally run competitions ("Missions"), in which we search for Content on specific topics or for specific brands. You can participate in these contests if you are registered as a Photographer with EyeEm.

By participating in a Mission, you agree that we may share your Content, name and username with the Mission Partner. You also grant us and our Mission Partner the right to use your Content free of charge to promote the Mission on social media channels, websites or in print. You hereby acknowledge that this may also be associated with advertising purposes of the partners and that no separate remuneration will be due. We and our partners are entitled but not obliged, to name you in such use. Furthermore, the respective Mission Terms shall apply.

9. EyeEm Market Terms

The EyeEm Market Terms only apply to you if you wish to offer your Content for sale to third parties via EyeEm Market and through our distribution partners and for this purpose have joined the EyeEm Market by activating your account for Market use.

Our distribution partners include renowned photo agencies, stock photo collections and other distribution platforms (e.g. Getty Images, Adobe and Alamy). EyeEm may terminate distribution partnerships and enter into new distribution partnerships at any time. You cannot determine for which distribution partners your Content is selected.

9.1 EyeEm Market – Activation

You can become part of the EyeEm Market if the following requirements are fulfilled:

- You are at least 18 years old.
- You need to provide your full name, registered address, and payout information.
- If you would like to sell Content as an entrepreneur, you must also provide your company name and VAT number.

EyeEm reserves the right to adjust or amend the requirements for an EyeEm Market activation at any time and in particular to request verification of your identity.

All information must be correct, complete and updated at all times. If information is incomplete or incorrect, we reserve the right to restrict your usage of EyeEm Market. We may contact you regarding questions about your registration and Content, and to notify you about license sales or exclusive license requests.

Please note that in accordance with section 9.7, payouts of your license shares can only be made to you if you are registered with the payment service provider selected by EyeEm.

9.2 EyeEm Market - Upload of Content

Once your account has been activated for EyeEm Market, you have the option to add Community Content to the EyeEm Market. This does not mean that your Content qualifies for EyeEm Market and/or our distribution partners and is directly offered for licensing, but is subject to a review process. Such review is primarily automated using image recognition software and is otherwise at the discretion of EyeEm and our distribution partners. You can see which Content has been selected for EyeEm Market and for distribution partners in your user profile. The time frame for review and selection can vary.

To improve the chances of selling your Content, you should consider the following factors when uploading:

- Add as many tags as possible to your Content and make sure they are accurate and not misleading, especially when you are describing places, landmarks and events. The more precisely your tags describe your Content, the better it can be found by potential buyers.
- Add the correct location where your Content was captured to your Content.
- Always choose the best quality resolution available. If we need a higher resolution of certain Content for licensing, we may contact you.
- Do not upload identical or nearly identical Content (so-called "sister shots").

9.3 EyeEm Market – Model and Property Releases

To license a photo without restrictions, all third-party rights affected by the photo must be cleared.

When you upload Content on which people are recognizable or identifiable by certain characteristics or attributes (e.g. scars or tattoos), you must obtain and provide

documentation of their consent to use such Content ("Model Release"). You must also provide a Model Release for yourself if you are visible in the Content.

When you upload Content which depicts third party property (e.g. real estate, offices, apartments, parks, museums) or otherwise affects the rights of third parties (e.g. trademarks, logos, copyrights, intellectual property), you must obtain and provide documentation of permission from the rights owner(s) for the use of such Content ("Property Release"). Such consent is usually required if you have to purchase a ticket for a certain location (e.g. parks, castles, museums, music or sports events, etc.).

You are solely responsible for obtaining such permissions. The above explanations are not exhaustive and do not relieve you of your responsibility and examination of your Content according to the applicable local laws and regulations. This applies regardless of whether EyeEm conducts its own review or makes recommendations. If you are unsure whether your Content requires a release, feel free to contact us.

You may obtain such necessary permissions by using our release request templates and processes, or comparable templates, upload them as documents or send them to us by email. Please check whether the release documents submitted are valid and complete. We reserve the right to update release templates and processes at any time. All releases submitted are processed and stored in accordance with our Privacy Policy and can be made available to our partners and licensees, if necessary, to fulfil contractual obligations.

9.4 EyeEm Market - Grant of Rights

With respect to Content that you added to EyeEm Market, you grant us the non-exclusive, transferable right to offer such Content for licensing through EyeEm and our distribution partners worldwide. This includes the right to reproduce, distribute, publicly display and promote such Content and to grant non-exclusive rights of use to third parties.

These non-exclusive rights include the right to use such Content worldwide and in perpetuity in any media and context (private, editorial and commercial), including, but not limited to, print and online media, for newsletters, book covers, book illustrations, posters, art prints and products of any kind, to distribute, exhibit, make available to the public and reproduce publicly, to edit in compliance with your moral rights, to combine with other works and content, and to use for the production, sale and promotion of goods and services of all kinds.

If third parties are interested in licensing exclusive rights, we will always ask you separately for your consent and will therefore contact you.

For the purposes of licensing and distribution, we may edit your Content (e.g. format it, change the image resolution, create thumbnails, add or replace titles and tags), add watermarks, reproduce it, transmit it to distribution partners, publicly perform and make it publicly available. At the same time, you allow us to use your Content free of charge for the promotion of our platform, services and/or your Content, e.g. on our website, social media channels, and in internal and external communication. The same applies to our distribution partners.

The right to distribute and sublicense your Market Content remains valid until complete deletion from EyeEm Market and partner platforms according to section 12. You can request the deletion of your Content at any time. The conditions for this can be found in section 12.

9.5 EyeEm Market - License Terms and Pricing

We may define license terms and license prices for the licensing of your Content at our reasonable discretion and may negotiate such with third parties. We will thereby take standard market conditions for stock photography licenses in consideration. The license prices for distribution via our partners are usually determined by the distribution partners upon their discretion. EyeEm and partners may offer special pricing, packages and discounts at any time. If you do not agree to this, you should not add your Content to EyeEm Market. The current EyeEm Market license prices are available on our website under Pricing.

9.6 EyeEm Market – Sales notifications

We will inform you about sales of your Content after the expiry of any legal or contractual withdrawal periods, as applicable, and after receipt of payment. You will then receive a sales notification within the app and/or by email.

You acknowledge that the information about a license sale may occur later than the use of your Content by third parties. The reason for this may be that, especially in the case of the licensing via our distribution partners, reporting is already delayed (e.g. once a month). If you notice that your Content is being used by third parties but have not yet received a sales notification, please contact our Support Team at support@eyeem.com first and not the licensee or user of your Content until we have checked the status of licensing.

9.7 EyeEm Market - Your License Share and Payouts

When we sell your Content via EyeEm Market or our distribution partners, you will receive a share of the license or sublicense fees actually received by EyeEm from the sale of your Content after deduction of sales-related taxes, including transaction and currency costs, if any, and other fees (e.g. withholding tax, if applicable).

The License Share applicable to your sales is determined by the Level.

Level Definition

Which Level will be applicable to your future sales, is defined on a quarterly basis, based on the total sales of the previous 12 months. By default new users will start in Level 3 for a period of 12 months after registration.

The sale of a license and your Level will be displayed in your user account. You may choose to receive an in-app notification.

Payout Level	Payout Level 4	Payout Level 3	Payout Level 2	Payout Level 1
Revenue Threshold	\$0 - \$299	\$300 - \$2,999	\$3,000 - \$6,999	\$7,000+
License Revenue Share	25%	35%	45%	55%

If your License Share reaches an amount of 10 USD or the equivalent amount in a local currency, as offered by EyeEm as payout currency ("Minimum Payout"), you can request payment of your License Share by submitting a "Payout request" in your account. In addition, you may request payment of your accumulated unpaid royalties once a year as well as in case of the deletion of your user account according to section 15 by writing to customer support (support@eyeem.com). As soon as you have submitted a payout request, the payment will be processed by a payment service offered by EyeEm, usually within 7 days. Please check if the payment service used by EyeEm is available in your country and if you are registered for the payment service, if necessary. Please note that payouts (if required) can only be made via the payment service selected by EyeEm. Also check whether the payout to you was successful or whether the payment service requires any further action on your end. EyeEm assumes no liability for a successful payout. If new attempts are made to payout available funds due to circumstances beyond EyeEm's control, any costs incurred will be deducted from the amount of the next payout.

We will keep your License Share available for payment for the period of the statutory limitation periods (i.e. for 3 years). After this period, your right to payment will lapse. Therefore, please check your user account regularly to see whether you have any outstanding payout claims.

Should we be notified or get aware of a copyright violation or other violation of third-party rights (with regard to Content uploaded by you) after notification of a license sale to you, we are entitled to withhold pending payouts until final clarification of such legal claims to the extent to which we might have claims for damages against you. This applies to all pending payouts of License Shares, no matter if they refer to the reported Content or other Content uploaded by you.

If we receive a notification of a license refund (due to legal or contractual rights of withdrawal or return periods) we are entitled to offset any executed payout with future payouts or reclaim any payments already processed. This also applies in cases in which transactions were made in violation of our Terms of Service as well as in violation of criminal laws (e.g. credit card abuse, copyright infringement).

10. Credits and Moral Rights

EyeEm is entitled to publish and share your name and/or username with third parties (licensees and partners) in connection with the use of your Content but does not assume any responsibility for compliance with any applicable credit obligations.

Attribution may be excluded, especially in the case of commercial use, in accordance with industry practice and applicable licensing terms. You acknowledge and agree that EyeEm and licensees of your Content may use your Content with or without attribution and thus you waive your right to be named as the author of such Content to the extent permitted by law. You further waive any claim of infringement of any other moral rights for those jurisdictions that permit a waiver of moral rights.

11. Notifications and Communication

In your account settings, you may choose which notifications you want to receive via the app and email. With each approval you give your consent that we can notify you about the information and topics you have selected. You can revoke this consent at any time in your account settings.

We may contact you at any time concerning information required for the performance of the contract or fulfilment of a legal obligation (e.g. payment of your license share according to section 9.7 even after termination of the user contract). The storage and processing of your personal data and the communication with you is carried out in accordance with the [EyeEm Privacy Policy](#), which you can access on the website and in the app at any time.

12. Removal of Content

You can delete Content that you have only shared within the EyeEm Community directly in your account at any time. Content that has already been shared on EyeEm Magazine or social networks may still be visible after such deletion.

To delete your Content from EyeEm Market and partner platforms, you must submit a deletion request by clicking on the "Remove from Market" or "Delete" button. If you wish to delete multiple Content from EyeEm Market at once, you can also contact support@eyeem.com and provide us with the Content ID numbers that you wish to delete from EyeEm Market. Please indicate whether you would like to delete the respective Content from EyeEm Market only or completely from your user account. Complete deletion from EyeEm Market and distribution partner platforms may take up to 180 days from the date of your deletion request.

You hereby acknowledge that the authorization to market and license your Content according to section 9.4 will remain valid until the Content is finally deleted from EyeEm Market and from all partner platforms within the time frame indicated above. All license agreements entered into before complete removal and the rights of use granted thereby remain unaffected by the request for deletion.

If you wish to delete Content from EyeEm Market because you realize it violates the rights of third parties, you should mark your request for deletion as "urgent" and also provide information to copyright@eyeem.com. In this case, we will make every effort to delete the content more quickly and instruct our partners accordingly, but we cannot guarantee this.

We may at any time and without notice delete Content from your user account which in our opinion violates the Terms of Service.

13. Your Liability

You alone - or your parents or legal guardians - are responsible for your conduct as a user and compliance with these Terms of Service and applicable laws.

With each upload of Content, you guarantee that

- You are the sole originator of this Content, i.e. you have created it on your own, and you can freely dispose of the Content and existing rights of use and are not violating any other contracts with third parties, e.g. you have not yet transferred any non-exclusive rights to third parties and have not assigned any rights to copyright collecting societies;
- Your Content does not violate any applicable local laws or regulations;
- Your Content does not violate the rights of third parties, and you have obtained the necessary consents from the rights holders; and
- The releases you have provided are valid and binding and grant all rights to use the Content commercially without further consent

You will indemnify us and hold us harmless from and against any claims made against us by third parties for any violation of applicable laws or of your obligations or warranties under these Terms of Service. This includes the costs necessary to defend or defend against such claims, and also applies to claims that may be made after termination of our contract.

Please note that we may be obliged to pass on your personal data to third parties to the extent permitted by law in the event of legal claims for information and damages.

14. Our Liability

Content uploaded to EyeEm is third party Content. We check such Content for potential legal violations to the extent technically possible and commercially reasonable.

We hereby exclude liability for illegal, incorrect or incomplete Content and in particular for damages resulting from the use of uploaded Content to the extent permitted by law. This also applies to links to our platform (e.g. to user profiles) and from our platform to external websites. We also exclude any liability for illegal copying of your Content by third parties.

However, we are liable without limitation for damages (a) resulting from injury to life, body or health caused by a breach of duty by us or one of our legal representatives or vicarious

agents, (b) caused by the absence of a quality guaranteed by us or (c) caused intentionally or by gross negligence by us or one of our legal representatives or vicarious agents. In the case of damage to property or financial losses caused by slight negligence, we shall only be liable in the event of a breach of a material contractual obligation and only up to the amount of the damage foreseeable at the time of conclusion of the contract. Material contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance a contractual partner regularly relies and may rely.

Liability for indirect and unforeseeable damages, loss of production and use, lost profits, savings and financial losses due to third party claims is excluded in the case of simple negligence - except in the case of injury to life, body or health.

Any further liability other than in this contract is excluded - regardless of the legal nature of the asserted claim. However, the above limitations or exclusions of liability shall not apply to any mandatory strict liability (e.g. under the German Product Liability Act) or liability under a strict guarantee.

15. Termination and Deletion of Your Account

You have the right to terminate our contract at any time. Please contact support@eyeem.com for the termination and deletion of your user account. In this case we will delete all your Content. The deletion periods for Content according to section 12 apply. Please make sure that you have requested the license shares available for payout before requesting the deletion of your user account. You can also request the payout of amounts below the applicable Payout Minimum according to section 9.7 within the deletion request process. We will inform you by email about any license sale processed until complete deletion of your Content in accordance to section 12 and will therefore keep your email address in our database.

If you violate these Terms of Service, we may delete your user account at any time without prior notification and restrict you from any future registration. Furthermore, we may terminate our contract with a prior notice period of 4 weeks by email if your user account has not been used for at least 12 months.

16. Modifications to the Terms

We have the right to update the Terms of Service at any time in accordance with this provision. If we make changes, we will publish the updated Terms of Service on our platform. In addition, we will inform you at least 4 weeks before such new Terms of Service come into effect within the app or by email. This information obligation does not apply if you register for EyeEm at a time when we have already published new Terms of Service that are immediately applicable to new users.

If you do not agree with the changes, you may terminate the contract with EyeEm by email to terms@eyeem.com within 4 weeks after notification. We will then delete your user account and remove your Content in accordance to section 12.

If you do not terminate the contract within the notified period, your continued use of the EyeEm services shall be deemed to constitute your acceptance of the new Terms of Service. When we notify you of the new Terms of Service, we will also inform you of your right to terminate the contract, the termination period and the consequences of continued use after the expiry of such period.

17. Final Clauses

A transfer of rights and obligations from the Terms of Service and the contract established by the Terms of Service to third parties requires your prior consent. This does not apply to a transfer of rights and obligations to affiliated companies, in particular the transfer of operational control and responsibility of the platform and other services. For the transfer of rights to distribution partners, the authorization according to section 9.4 applies.

The Terms of Service shall be interpreted according to German law. The UN Sales Convention is hereby excluded. The place of performance for the granting of rights is our registered office, if legally permissible. If you use EyeEm as an entrepreneur, our company headquarters is also the exclusive place of jurisdiction.

The original version of these Terms of Service was written in German. If there is any contradiction between the German version and a translation of the Terms of Service, the German version shall prevail. In the event of a contradiction between these Terms of Service and additional agreements, the additional agreements shall take precedence.

Should any provision of these Terms of Service prove to be invalid, ineffective or unenforceable in whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. Invalid or missing provisions shall be replaced by statutory law.

18. Contact

If you have any questions about these Terms of Service, you can contact us at terms@eyeem.com. For all other questions or comments, please contact support@eyeem.com.