

Terms of Use for digital content provided

1. Scope of application, service content

- 1.1 PWO AG, Industriestrasse 8, 77704 Oberkirch ("PWO") provides the user with information and data material in connection with the sale of its products, including via its own company website for download. This includes, in particular, image material (product and portrait images) and company logos, hereinafter collectively referred to as "advertising material".
- 1.2 For the purposes of these Terms and Conditions, "User" shall mean all natural and legal persons who use the advertising materials provided by PWO to market PWO's products.
- 1.3 The following terms of use apply to all advertising materials provided by PWO, regardless of where and in what form the advertising materials are made available. PWO reserves the right to change, delete or supplement the range of advertising materials without prior notice.
- 1.4 By downloading and/or using the advertising materials provided by PWO, the user agrees to these terms of use.

2. Rights of use

- 2.1 All advertising materials provided by PWO for download are protected by copyright and/or trademark law. PWO is exclusively entitled to all resulting rights.
- 2.2 The provision of advertising materials by PWO serves solely to support the User's advertising presence. This includes the presentation of PWO's products for the purposes of customer and project acquisition, product design and planning, and support for journalistic work ("Purpose of Use"). The advertising materials provided by PWO may only be used by the users for their own advertising purposes and for journalistic purposes. For these purposes, PWO grants the user a non-exclusive, non-transferable, non-sublicensable right to use PWO's advertising material for an unlimited period of time and place, subject to Section 4.

3. Restriction of rights

- 3.1 The advertising material is to be used exclusively in connection with the products and services of PWO and, in particular, may not be used in connection with pornographic, defamatory, racist, misleading or illegal content. Furthermore, the advertising material may not be used in any way that could be considered offensive, obscene or illegal. The use of the advertising material in a context that jeopardizes or injures the reputation and standing of the PWO is expressly prohibited. The interests of the PWO must be given due consideration at all times when using the advertising material.

- 3.2 Any editing, alteration or manipulation of the advertising materials provided, such as re-photographing, graphic falsification, photocomposing or alteration by means of other electronic aids that go beyond color corrections, cut-outs and reductions, is only permitted with the prior written consent of PWO. Likewise, information may not be reproduced in a context that distorts the meaning. Copyright notices, watermarks or other product identifications may not be removed or altered.
- 3.3 The user is not permitted to make the advertising materials available to third parties (e.g. in a separate download area) or to use them in image databases, image catalogs or within auction platforms.

4. Reservation of revocation

- 4.1 PWO reserves the right to revoke or restrict the rights of use at any time in accordance with the above provisions with regard to all or certain advertising materials provided, in particular to prohibit further use altogether. In doing so, PWO will give due consideration to the interests of the user and, if necessary, grant an implementation period.
- 4.2 PWO expressly reserves the right to change, supplement or temporarily or permanently discontinue the provision of the advertising materials in whole or in part at any time without prior notice.

5. Source reference

When using the advertising materials provided, the user must cite the source in the following form on the advertising material itself or in the medium of use in the usual manner for the respective use and as far as technically possible: "PWO AG".

6. User fee:

The files are provided free of charge. The user is not entitled to demand payment from third parties for the use of the files. The user's right to demand remuneration from third parties for services provided with the aid of the advertising materials remains unaffected.

7. Liability:

- 7.1 PWO accepts no liability for any infringement of press law, copyright or other laws due to improper or misleading use of the advertising materials provided. In the event of a breach of the obligations arising from these Terms of Use, the user alone shall be liable for damages to any third parties. In this respect, the user shall indemnify the PWO against all third-party claims, including any legal costs.
- 7.2 PWO is only liable for intent, gross negligence and lack of warranted characteristics. This does not apply to injury to life or health or to cases of mandatory statutory liability.
- 7.3 PWO accepts no liability for the accuracy and timeliness of the data provided. The user is obliged to check that the advertising material provided is up to date and plausible before using it.

- 7.4 PWO is not liable for damages resulting from use of the advertising materials outside the aforementioned purpose of use or from incorrect further use of the advertising materials.

8. Final provisions

- 8.1 Should one or multiple provisions of these Terms of Use become ineffective, this shall not affect the validity of the remaining provisions. The ineffective clause shall be replaced by the prevailing legal norms.
- 8.2 The substantive law of the Federal Republic of Germany shall exclusively apply, excluding application of provisions regarding conflicts of law and of the UN Convention on the International Sale of Goods (CISG). The place of jurisdiction is Stuttgart.