



Terms & conditions for access and use of the Amoena online asset library

Licence

The terms and conditions of use constitute a legal agreement between you and Amoena Medizin-Orthopädie-Technik GmbH, Kapellenweg 36, 83064 Raubling, Germany ("Licensor") to the use of the material on this website and the Amoena brand (being the visual identity for Amoena in all of its iterations set out in the Amoena Brand Guidelines, including all logos and images). Please read this agreement in its entirety before you download any material from this website. By using **our media library** you are agreeing to abide by these terms and conditions.

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To be eligible for use of the Amoena Brand, you must have a sufficient nexus to the Amoena brand.

You will meet this criterion if you:

- maintain an account with the Licensor or any of its subsidiaries and your account is in good standing; or
- you hold a distributor agreement with the Licensor; or
- you are third party media relations, graphic design or other partner of the Licensor and currently do business with the Licensor

A determination of whether you meet the above criterion will be at the discretion of the Licensor.

Terms and Conditions of use

In downloading any material from this website, including but not limited to the Amoena Brand, you agree to be bound by the following terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Amoena Brand or other material on this website. Agreement to these terms and conditions will result in the granting of a non-exclusive, fee-free, non-transferable right for a limited period of time to use the Amoena Brand and other content of the library in the marketing and advertising of your business for the positive promotion of your business and the Amoena Brand generally ("Permitted Purpose"). Your use of the Amoena Brand must be consistent with these terms and conditions. The Licensor reserves the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website and the Amoena Brand and other content of the library following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

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promise that use of the Amoena Brand and other content of the library will be beneficial to your business.

Intellectual Property and Use

Intellectual Property in this website (including the Amoena Brand logos, text, graphics, logos, icons, sound recordings, video clips and software) is owned by the Licensor or in all other cases when noted in the description of the material the Licensor is entitled to give you sublicenses.

Except as expressly authorised by these terms and conditions (see "Conditions of use of Amoena Brand" below) you may not in any form or by any means:

- adapt, reproduce, store (including download), distribute, print, display, perform, publish or create derivative works from any part of this website; or
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You must adhere to any copyright restrictions or other notices that appear on images or files you wish to download or print.

If any claims for damages, costs and expenses are asserted against the Licensor by third parties due to your legal violations, you shall indemnify the Licensor without delay from all costs and damages resulting out of these third-party claims, including the Licensor's reasonable costs of its legal defense, and offer the Licensor all necessary assistance in its legal defense.

Conditions of use of Amoena Brand

1. All material supplied through this site is owned by the Licensor or its respective partners and cannot be sold to third parties.
2. The Licensor provides the Amoena Brand for use on the basis of a one-off, non-exclusive right.
3. All usage requirements must be adhered to. Any misuse of the Amoena Brand will result in a breach of Amoena's intellectual property rights.
4. Material supplied must only be used for the Permitted Purpose.
5. Some images are subject to an expiry date after which they may no longer be used. The licensor therefore regularly checks the website to ensure that the images are up to date and deletes those that may no longer be used. Users should therefore check regularly whether the materials used are still available in the library and may therefore still be used. This applies in particular to images that are to be published as part of a print project or similar. For any image that is published by you past the expiration date you shall indemnify the Licensor without delay from third-party claims, including the Licensor's reasonable costs of its legal defense, and offer the Licensor all necessary assistance in its legal defense.
6. You must not use the Amoena Brand to display Amoena in a negative way or in any way that could reflect adversely on the Licensor. In each case of such misuse the Licensor shall be entitled to charge a contractual penalty.
7. Where the Licensor in its opinion considers that your use of the Amoena Brand is derogatory or harmful to the Licensor or otherwise reflects adversely upon the Licensor, the Licensor may require that you immediately cease that use of the Amoena Brand or other material; and/or terminate your right to use the

- Amoena Brand or other material. Such termination does not entitle you to claim for any damages resulting out of the termination.
8. Except as expressly authorised by the Licensor, the appearance of the Amoena Brand for the Permitted Purpose must not be used in any manner whatsoever to imply that the Licensor has any administrative, financial or marketing obligations in relation to the item or organization to which the Amoena Brand has been applied.
 9. Your use of the Amoena Brand must be in conformity with:
 - a. all applicable laws, regulations, guidelines and decisions of judicial or regulatory bodies;
 - b. any other proprietary rights of third parties; and
 - c. this website and agreement and the Amoena Brand Guidelines available on this website.
 10. You must comply with any reasonable directions of the Licensor in relation to use of the Amoena Brand. Commencement, duration and termination of your right to use the Amoena Brand will commence on you using the website and will continue until either:
 - a. You fall out of eligibility of use as defined in this agreement or
 - b. the agreement is terminated.

The Licensor may terminate your right to use the Amoena Brand immediately by written notice to you if:

- you have committed a breach of these terms and conditions;
- the Licensor considers in its sole discretion that your use of the Amoena Brand is derogatory or harmful to the Licensor or otherwise impacts negatively upon the Licensor, or the Amoena Brand;
- the Licensor determines that your use of the Amoena Brand infringes or potentially infringes third party rights; or
- you change your operations such that in the opinion of the Licensor, you no longer have sufficient nexus to the Amoena Brand.

Final provisions

This Agreement shall be governed by and construed in accordance with German Law.

Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Munich, Germany.

Any changes and modifications to these terms and conditions require written form. This applies also to changing of this requirement of written form.

Should any of the provisions in these terms and conditions be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall replace any invalid provision by a valid and enforceable provision which comes as close as possible to the economic purpose of the parties. The same shall apply for a gap in these terms and conditions.