

Terms and conditions for noncommercial license

The provider (MAGIX Software GmbH, Quedlinburger Str. 1, 10589 Berlin, Germany) grants the customer a simple, nontransferable right to use the content within the scope of these conditions, provided that the customer pays the required fee for the content.

1. General

The purpose of this agreement is to enable the customer to use the content for certain commercial purposes. However, it is not the purpose of this agreement to offer the customer the option to pass on, sell or further license the content as such to third parties, or to permit third parties to use the content, unless this is permitted for individual cases within the scope of this agreement.

2. Granting of rights

The provider grants the customer a nonexclusive, nontransferable right unrestricted in terms of location or time to the private and noncommercial use of the content. The content, however, may not, under any circumstance, be used for commercial purposes or offered or distributed to a third party for a fee. Using the content indirectly to generate income also constitutes commercial use.

The customer does not receive the right to ownership of the content, and is not permitted to grant third parties rights to the content (sublicensing forbidden). An assignment of the customer's rights under this contract is not permitted.

3. Explicit limitations

Regardless of the scope of the granting of rights and irrespective of any further restrictions arising from this contract, the following uses of the content and the following actions are not permitted:

(1) Sale or distribution of a reproduction of the content as such.

The content is constituted as such, if there is no editing or combination with a work in line with the above provisions. It is also not permitted to make the content available in such a manner that enables third parties to acquire the content as such in the form of an electronic file or copy. The customer shall take sufficient protective measures (e.g. copy protection) to prevent this.

(a) Editing of the content constitutes the personal intellectual creation of the customer. Non-essential redesigning is not editing within the terms of this contract.

(2) Violation of personal rights of any depicted person.

(3) Use of the content in an insulting, disparaging, or any other unlawful manner.

(4) Removal of any indications of copyright, trademarks, right of use on or in connection with the content. The customer is obliged to reproduce these markings with every use.

(5) Use of the content in the scope of or as part of a trademark, of a commercial appellation, of a name, or appellation of an establishment.

4. Guarantee

The customer guarantees to use the content only according to the provisions of this contract and indemnifies the provider from all third-party claims resulting from use which deviates from the provisions of this contract.

The provider hereby declares to the best of their knowledge and with good conscience that the content does not violate the rights of any third parties. This guarantee pertains only to the content and not to any editing or combination with works.

5. Contractual period

The duration of this contract is unlimited.

The provider reserves the right to terminate this contract through an extraordinary process for substantial reasons. Such substantial reasons exist in particular if the customer has violated the obligations or limitations of this contract. Cancellation shall be permitted after notification with declaration of a deadline.

6. Other

Providing that nothing to the contrary has been agreed to, the general terms and conditions shall apply with regard to the relationship between the provider and the customer. The contract is subject to the law of the Federal Republic of Germany.