

EyeEm Website Terms

These Terms and Conditions (“**Website Terms**”) apply to the Website www.eyeem.com including all of its subpages and subdomains (hereinafter jointly and separately referred to as “**Website**”), provided by EyeEm Mobile GmbH, Kohlfurter Str. 41/43, 10999 Berlin, Germany (hereinafter “**EyeEm**” or “**we**” or “**us**”).

By accessing our Website, you agree to be legally bound by these Website Terms and our [Privacy Policy](#), as well as all other terms incorporated herein by reference. Please read these Website Terms and our [Privacy Policy](#) carefully before proceeding with the use of our Website. Our Privacy Policy applies with regards to Google Analytics and Log it.io (see section 3.1 of the Privacy Policy) also to unregistered users of our Website. If you do not agree to the Website Terms or the applicable regulations of our Privacy Policy, you may not use the Website. We reserve the right, without notice and in our sole discretion, to block your use of our Website.

1. Website Content

All rights, title and interest in and to content featured or displayed on our Website, including – but not limited to – photographic images, moving images, videos, sound, illustrations, text, graphics, data, metadata, software, trademarks, logos etc., as well as the selection and arrangement of the content is owned by EyeEm, the registered EyeEm Community Members or EyeEm’s business partners and are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

2. Permitted & prohibited uses of our Website

Browsing. You may browse our Website and use our search engine for browsing licensable content. This permission includes the inevitable technical reproduction of our Website for the sole purpose such browsing is permitted. Any other uses of our Website beyond this is expressly prohibited unless it is stated otherwise herein.

Placing links. Furthermore, you are permitted to place a link to our Website, provided such link serves solely for cross-referencing purposes. We reserve the right to revoke this authorization. Framing of our Website or any parts thereof (e.g. logos, trademarks, graphics, licensable content) is prohibited unless we expressly authorize you to do so in writing.

Misuse. You are, expressly – but not limited hereto – prohibited from the following actions which are regarded as misuse of our Website:

- (a) to download, reproduce, copy, re-transmit, imitate and/or distribute our Website or its content as a whole or any parts thereof;
- (b) to use any data mining applications, robots, crawlers or similar data gathering or extraction methods or tools;
- (c) to manipulate or otherwise display the Website or its content or parts thereof by using framing or similar navigational technology;
- (d) to register, subscribe, unsubscribe, or attempt to register, subscribe or unsubscribe any party for any EyeEm product or service, if you are not expressly authorized by such party to do so;
- (e) to reverse engineer, alter or modify any part of the Website or the content;
- (f) to circumvent, disable or otherwise interfere with security-related features of the Website or any system resources, services or networks connected to or accessible through the Website;
- (g) to sell, license, lease or in any way commercialize the Website or the content without specific written authorization from EyeEm;
- (h) to use the Website for other than for its intended purpose.

3. Access to services (sharing, selling & licensing of content)

If you wish to access our services, such as sharing or selling (i.e. offering for licensing) your content (photos or videos) or acquiring usage licenses for licensable content, you must sign up as a “Photographer” or an “Image Buyer”, whichever applies to you. Please note that our respective [Terms of Service \(ToS\)](#), as well as our [Privacy Policy](#), apply when you register and that you should read them carefully before registering.

4. Links on our Website

We accept liability for the contents of our Website according to the legal regulations. As licensable content (such as photos and videos) on our website is generated by our users (i.e. the EyeEm Community Members) and since we do not have the opportunity to check all such content for possible infringements without special reason, we are particularly subject to the limited liability pursuant to § 10 of the German Tele Media Act (Telemediengesetz) which stipulates that we are only liable if (a) we possess knowledge of the unlawful act or information, and (b) in the case of claims for damages, we are aware of any facts or circumstances from which the unlawful act or information becomes obvious. We do not assume any guarantee for the correctness and completeness of the information on our Website and/or for the merchantability or fitness of the licensable content for any specific purpose. References and links to third-party websites do not imply that we adopt the content of any website we have referenced or linked on our Website. We accept no responsibility for any content, data or information provided on any linked website. We do not control and have no influence on the content of any linked third-party website. Therefore, we are not liable for unlawful, incorrect or incomplete content or for any loss or damage caused by the use of any content of such linked third-party website or directly by such linked third-party website. We encourage you to review the terms and conditions, including the privacy policy of such third-party website.

5. Applicable Law & Venue

German law shall apply as the jurisdiction for the Terms of Service. The CISG (Convention on Contracts for the International Sale of Goods) is hereby excluded. The place of delivery for the rights granted is our corporate headquarters. If you are using EyeEm for business purposes, the corporate headquarters of EyeEm shall also be the place of exclusive jurisdiction.

6. Online Dispute Resolution

If you are a consumer (not entrepreneur), you are hereby advised that the European Commission provides a platform for online dispute settlement (ODR), available at: <http://ec.europa.eu/odr>. We are legally not obligated and will in principle not agree to enter into a dispute settlement procedure before a consumer arbitration service.

7. Miscellaneous Provisions

If any clause in these Website Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

8. Changes to the Website Terms

EyeEm reserves the right to change the Website Terms at any time without notice. We encourage you to check the Website Terms regularly. Your continued use of the Website is deemed as acceptance of the updated Website Terms.

9. Questions & Contact Information, Complaints

Questions or comments about the Website or Website Terms may be directed to EyeEm at support@eyeem.com.

If you feel that any content infringes upon any copyright, any other intellectual property rights or any other rights that you own or control, we kindly ask you to notify us of such infringement at copyright@eyeem.com.