General Terms and Conditions

Version of 14 September 2026. These terms apply to orders placed with:

Michael Seirer Photography
Reithofferplatz 12/17
1150 Vienna
Austria
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Referred to below as “the photographer”.

> ***This is a convenience translation.*** *The binding version of these terms is the German* ***Allgemeine Geschäftsbedingungen*** *(https://www.seirer-photography.com/agb). In the event of any discrepancy, the German text prevails. All statutory references are to Austrian law.*

I. Applicability and scope

1.1 These terms apply where the photographer’s contractual partner is an entrepreneur as defined in sec. 1 of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*, KSchG). Contracts with consumers are not concluded on the basis of these terms.

1.2 The photographer provides his services exclusively on the basis of these terms. By placing an order, the client acknowledges their applicability. Unless the photographer announces any change, they also apply to all future business relations, even where no express reference is made to them. Any general terms and conditions of the contractual partner do not form part of the contract.

1.3 Should individual provisions of these terms be ineffective, this does not affect the binding nature of the remaining provisions. An ineffective provision shall be replaced by an effective one that comes closest to its meaning and purpose.

1.4 Offers made by the photographer are subject to change and non-binding.

II. Copyright provisions

2.1 All copyrights and related rights of the creator of a photograph (secs. 1, 2 para. 2, 73 et seq. of the Austrian Copyright Act, *Urheberrechtsgesetz*, UrhG) belong to the photographer. Usage permits are deemed granted only where expressly agreed. In that case the contractual partner acquires a simple (non-exclusive), non-transferable usage permit for the expressly agreed

purpose and within the agreed limits (print run, temporal and territorial restrictions etc.). In case of doubt, the scope of use stated on the invoice is decisive. In any event the contractual partner acquires only as many rights as correspond to the disclosed purpose of the order. Absent any other agreement, the usage permit is deemed granted for a single publication only, only for the expressly designated medium of the client, and not for advertising purposes.

2.2 For every use, the contractual partner is obliged to apply the creator's credit clearly, legibly and unambiguously attributable to the photograph, in the following form:

> *Foto: © Michael Seirer Photography*

Where a publication provides for a year, the year of first publication shall be added. This provision constitutes the affixing of the creator's designation within the meaning of sec. 74 para. 3 UrhG. A signature visible within the image does not replace the credit.

2.3 Any alteration of the photograph requires the photographer's written consent. This does not apply where the alteration is necessary for the contractual purpose known to the photographer. Scaling or compression required by the target medium does not constitute an alteration.

2.4 The usage permit is deemed granted only upon full payment of the agreed shooting and usage fee, and only where a proper credit pursuant to point 2.2 has been applied.

2.5 In the case of a printed publication, two free specimen copies shall be sent; for expensive products (art books etc.) one copy suffices. In the case of publication on the internet, the web address shall be provided to the photographer.

III. Ownership of the image files – archiving

3.1 The photographer works exclusively digitally. Ownership of the image files belongs to the photographer. A right to delivery of digital image files exists only upon express written agreement and, absent any deviating agreement, covers only a selection and not all image files produced by the photographer. Until payment in full, delivered image files remain the property of the photographer. In any event the usage permit is deemed granted only to the extent of point 2.1.

3.2 Reproduction or distribution of photographs in online databases, electronic archives, on the internet or in intranets that are not intended solely for the client's internal use is permitted only on the basis of a specific agreement. The right to make a backup copy remains unaffected.

3.3 The photographer will archive the images for one year without being under any legal obligation to do so. In the event of loss or damage, the contractual partner has no claims. Delivery is generally made through a password-protected online gallery; the contractual partner shall download the files provided in good time and store them safely.

IV. Creator’s designation

4.1 The photographer is entitled to mark the image files with his creator’s designation in any manner he considers appropriate. The contractual partner is obliged to preserve the integrity of that designation, in particular where the files are passed on to permitted third parties (printers, agencies etc.).

4.2 The contractual partner is obliged to store digital photographs in such a way that the creator’s designation contained in the metadata remains linked to the images and the photographer remains clearly identifiable as their author. Removing IPTC or EXIF authorship information is not permitted.

V. Ancillary obligations

5.1 The contractual partner is responsible for obtaining any necessary usage permits from third parties and any consent required for depicting persons. He shall indemnify and hold the photographer harmless in this respect, in particular against claims under the right to one’s own image pursuant to sec. 78 UrhG and claims for compensation for use pursuant to sec. 1041 of the Austrian Civil Code (*ABGB*). At events it is for the contractual partner to inform participants that photographs are being taken, to obtain any consents required, and to ensure access to the locations to be photographed.

5.2 Where the photographer is commissioned to edit third-party photographs electronically, the client warrants that he is entitled to commission such editing and indemnifies the photographer against all third-party claims arising from a breach of that obligation.

5.3 Objects, products and props provided for the shoot shall be collected immediately after the shoot. If they are not collected within two working days of a request to do so, the photographer is entitled to charge storage costs or to store the items at the client’s expense.

VI. Loss and damage

6.1 In the event of loss of or damage to images produced under the order, the photographer is liable - on whatever legal grounds - only for intent and gross negligence. Liability is limited to his own fault and that of his employees; for third parties the photographer is liable only for intent and gross negligence in their selection. Any liability is limited to material costs and to repeating the shoot free of charge, in so far as this is possible. The client has no further claims; in particular the photographer is not liable for travel and accommodation expenses, third-party costs (models, assistants, make-up artists and other shooting personnel), loss of profit, consequential or non-material damage. Claims for compensation lapse three months after the injured party becomes aware of the damage and of the party causing it, and in any event ten years after performance.

6.2 Point 6.1 applies accordingly to the loss of or damage to templates, products and props handed over. More valuable items shall be insured by the contractual partner.

VII. Early termination

The photographer is entitled to terminate the contract with immediate effect for good cause. Good cause exists in particular where insolvency proceedings are opened over the assets of the contractual partner or an application to open such proceedings is rejected for lack of assets covering the costs; where the contractual partner suspends payments, or justified doubts exist as to his creditworthiness and, upon request, he provides neither advance payment nor adequate security; where performance becomes impossible for reasons attributable to the contractual partner or continues to be delayed despite a 14-day grace period; or where the contractual partner, despite written warning with a 14-day grace period, persistently breaches material contractual obligations.

VIII. Performance and warranty

8.1 The photographer will carry out the order with due care. He may also have the order carried out - in whole or in part - by third parties. Unless the contractual partner issues written instructions, the photographer is free as to the manner of performance. This applies in particular to the visual design, the choice of location and the photographic means employed. Deviations from earlier deliveries do not as such constitute a defect. The selection and editing of images is a matter for the photographer; there is no claim to the release of images not selected.

8.2 No liability is accepted for defects attributable to incorrect or imprecise instructions from the contractual partner (sec. 1168a ABGB). In any event the photographer is liable only for intent and gross negligence.

8.3 The contractual partner bears the risk of all circumstances outside the photographer’s person, such as weather conditions for outdoor shoots, lighting and space conditions at the venue, the timely provision of products and props, the non-appearance of models, or travel disruption.

8.4 Shipments and data transfers travel at the cost and risk of the contractual partner.

8.5 Except in cases where the contractual partner is entitled by law to rescission, the photographer reserves the right to satisfy warranty claims at his discretion by improvement, replacement or price reduction. The contractual partner must always prove that the defect was already present at the time of handover. The delivery shall be examined without delay. Defects identified shall be notified to the photographer in writing without delay, and at the latest within eight days of delivery, stating their nature and extent. Hidden defects shall be notified immediately upon discovery. If a notice of defects is not given, or not given in time, the delivery is deemed approved; in such cases claims under warranty, claims for damages including consequential damage caused by a defect, and the right to challenge the contract for error on grounds of defects are excluded. The warranty period is three months.

8.6 No liability is accepted for insignificant defects. Colour and brightness deviations between different output devices or printing processes do not constitute a significant defect. Point 6.1 applies accordingly.

8.7 Fixed deadlines are binding only upon express written agreement. Point 6.1 applies accordingly to any delays in delivery.

8.8 Minor overruns of the delivery period shall be accepted without giving rise to any claim for damages or right of rescission on the part of the contractual partner.

IX. Remuneration / fee

9.1 Absent an express written agreement, the photographer is entitled to a fee according to his price list applicable at the time, otherwise to a reasonable fee.

9.2 The fee is also payable for layout or presentation shots, and where no exploitation takes place or exploitation depends on a third party's decision. No price reductions are granted on the shooting fee in such cases.

9.3 All material and other costs (props, products, models, travel costs, accommodation expenses, assistants, make-up artists etc.) shall be paid separately, even where they are procured by the photographer.

9.4 Changes requested by the contractual partner in the course of performance are at his expense.

9.5 Conceptual services (consulting, layout, other graphic services) are not included in the shooting fee. The same applies to above-average organisational effort or meeting effort.

9.6 If the contractual partner withdraws from the order for reasons within his sphere, the photographer is entitled to the agreed remuneration absent any other agreement. Where a change of date is unavoidable (for example on account of weather), a fee corresponding to the time spent or reserved in vain, together with all ancillary costs, shall be paid.

9.7 The net fee is exclusive of value added tax at the applicable statutory rate.

9.8 The contractual partner waives the right to set-off.

X. Licence fee

Unless expressly agreed otherwise in writing, the photographer is separately entitled to a usage fee in the agreed or a reasonable amount where a usage permit is granted. Any use exceeding the agreed scope shall be agreed in advance and remunerated separately.

XI. Payment

11.1 Absent any other express written agreement, an advance payment of 50 % of the expected invoice total is due upon placement of the order. The remaining fee falls due immediately upon

completion of the work, otherwise upon invoicing. Invoices are payable without any deduction and free of charges.

11.2 For orders comprising several units, the photographer is entitled to invoice after delivery of each individual service.

11.3 In the event of default in payment, the photographer is entitled - without prejudice to any greater claims for damages - to charge default interest at the statutory rate pursuant to sec. 456 of the Austrian Commercial Code (*Unternehmensgesetzbuch*, UGB), and to claim the costs of appropriate out-of-court collection measures.

11.4 Where delivered images pass into the ownership of the contractual partner, this occurs only upon payment in full of the shooting fee together with ancillary costs. Asserting the retention of title does not constitute rescission of the contract unless rescission is expressly declared.

XII. Data protection

The photographer processes the contractual partner's personal data as controller as follows.

1. Purpose of processing. Performance of the contract concluded and of the services requested, compliance with statutory retention and tax obligations, and - within the scope of point XIII - the use of the photographs produced for the photographer's own promotional purposes.

2. Categories of data and legal bases. Name, address, telephone number, e-mail address, VAT identification number, bank details and image data are processed. The legal bases are performance of the contract (Art. 6(1)(b) GDPR), compliance with legal obligations (Art. 6(1)(c) GDPR) and the photographer's legitimate interest in promoting his work (Art. 6(1)(f) GDPR).

3. Transfer of personal data. Data is transferred solely to the following recipients, in so far as this is necessary to achieve the purposes stated under point 1:

- SmugMug, Inc. (USA) – provision of image files through protected online galleries, as a processor pursuant to Art. 28 GDPR;
- Backblaze, Inc. (USA) – backup of business and image data;
- Cloudflare, Inc. (USA) – operation of the photographer's website;
- the photographer's tax advisor and bank, and public authorities where required by law.

For transfers to the USA, the appropriate safeguards are the European Commission's Standard Contractual Clauses and/or the respective recipient's certification under the EU-U.S. Data Privacy Framework. No transfer takes place for any further purpose, in particular no disclosure for third-party advertising.

4. Storage period. Data is retained for as long as necessary to achieve the purposes stated under point 1, and for as long as statutory retention obligations exist or limitation periods for potential legal claims have not expired.

5. Rights of the contractual partner. The contractual partner has the rights to access, rectification, erasure, restriction of processing, data portability and objection, as well as the right to withdraw consent given. He further has the right to lodge a complaint with the Austrian Data Protection Authority, Barichgasse 40–42, 1030 Vienna.

6. Contact. Enquiries concerning the processing of personal data should be addressed to the photographer at the address given above. Further information is set out in the privacy policy (https://www.seirer-photography.com/en/privacy).

XIII. Use of photographs for the photographer's own promotional purposes

13.1 Unless expressly agreed otherwise in writing, the photographer is entitled to use photographs he has produced to promote his work, in particular in his own portfolio, on his website, on social media (such as Instagram and LinkedIn), in quotes and presentations to prospective clients, and in competition entries. This expressly includes photographs of events, including the speakers, guests and participants shown in them. The contractual partner expressly consents to this and waives any claims, in particular under the right to one's own image pursuant to sec. 78 UrhG and claims for compensation for use pursuant to sec. 1041 ABGB.

13.2 To the same extent, the photographer is entitled to name the contractual partner as a reference, stating its name, brand and logo as well as the event, in particular on his website, on social media and in quotes. Logo and brand are used unaltered and solely for the purpose of naming the reference; no further right of use is granted.

13.3 The contractual partner further consents to the photographs produced being processed for the purpose of publication for the photographer's promotional purposes. This consent may be withdrawn in writing with effect for the future; the photographer will then remove the images concerned from the online media he operates within 14 days. The withdrawal does not extend to promotional material already printed, competition entries already submitted, or publications by third parties over which the photographer has no control.

13.4 If the contractual partner requires an embargo (for instance no publication before the end of the event or before its own press release), this shall be notified in writing before the order is carried out; the photographer will observe it. Where the contractual partner has further confidentiality interests in individual images (such as confidential presentation content or persons who must not be shown), these too shall be notified in writing before the order is carried out. Individual images may be excluded at a later date; such exclusion is deemed a withdrawal within the meaning of point 13.3.

XIV. Final provisions

14.1 The place of performance and jurisdiction is the photographer’s place of business in Vienna. In the event of relocation, actions may be brought at both the old and the new place of business.

14.2 Any recourse claims brought against the photographer by contractual partners or third parties under product liability law (*Produkthaftungsgesetz*, PHG) are excluded, unless the party entitled to recourse proves that the defect was caused within the photographer’s sphere and was the result of at least gross negligence. In all other respects Austrian substantive law applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. The language of the contract is German.

14.3 These terms apply accordingly to films and moving images produced under an order, irrespective of the process and technology used.