

## Terms of Use for ams OSRAM's Brand and DAM-Portal ("Terms")

### 1. Scope of Application, Access to Portal

1.1 OSRAM GmbH (hereinafter „ams OSRAM“) allows authorized users (hereinafter “User” or “You”) to access a digital application (hereinafter „ams OSRAM Brand and DAM-Portal“) comprising copyrighted (or otherwise protected) content such as pictures, videos, or logos (hereinafter “Content”) online. Any download and/or use of such Content by You is limited to marketing, promotional and public relation purposes of members of the ams OSRAM group or of ams OSRAM's customers and requires a separate authorization by ams OSRAM that further describes the purpose and conditions of such use by User.

1.2 Any use of the ams OSRAM Brand and DAM-Portal is subject to and exclusively permitted on the basis of these Terms. **With each login to the ams OSRAM Brand and DAM-Portal, You thereby accept the then current version of these Terms and You confirm that You are at least 18 years of age and that You have relevant authority to legally bind the company You are working for when accessing the ams OSRAM Brand and DAM-Portal.**

1.3 The fact that You have been admitted access to the ams OSRAM Brand and DAM-Portal does not grant You the right to download and use any of the Content accessible thereby. Any use of Content requires a prior and separate authorization by ams OSRAM.

1.4 ams OSRAM may cease to provide the ams OSRAM Brand and DAM-Portal at any time in full or part.

### 2. Use of Content

2.1 **Any use of Content by You requires ams OSRAM's separate prior authorization.** Such authorization may for instance be granted to You when assigning You with the creation of promotional material by identifying certain Content to be used for such promotional material, or in the context of agency agreements. Unless agreed otherwise in such individual agreements and without limiting any restrictions set out in these Terms and/or restrictions with respect to any Content set out in the ams OSRAM Brand and DAM-Portal (see Section 2.2 of these Terms), ams OSRAM grants You a non-exclusive, non-sublicensable, non-transferable, limited right to download and use the Content to the extent required for the purposes set out by ams OSRAM when authorizing You to use the relevant Content.

2.2 Your right to use the Content may especially be subject to time or scope related restrictions or limited to the use in a specific geographical region. You will find such restrictions in the relevant description of the Content in the ams OSRAM Brand and DAM-Portal. You hereby commit to not use Content in violation of such restrictions. You shall especially cease to use and delete the Content latest at the expiration date of Your usage rights for the affected Content. **This includes particularly that You deactivate online-publications made by You prior thereto, and that You request third parties mirroring or otherwise displaying such Content published by You to do the same.**

2.3 ams OSRAM may terminate or restrict the right to access and use any or all Content at any time. ams OSRAM may especially delete Content from the ams OSRAM Brand and DAM-

Portal or restrict usage rights by adding such restrictions to the relevant Content description in the ams OSRAM Brand and DAM-Portal without prior notice. **Prior to any reuse of already downloaded Content You will inform yourself about any newly added restrictions or the deletion of the Content from the ams OSRAM Brand and DAM-Portal.**

2.4 You are aware that the Content is protected by statutory copyright law, international treaties, and other laws and contracts regarding intellectual property.

2.5 You are aware that You may be liable in person for any violation of the usage right granted herein not only toward ams OSRAM but also towards any holder of personal, industrial or intellectual property rights in Content (e.g., photographers, models), for instance if You continue to use Content beyond the expiry date of Your relevant usage rights. Without limiting other rights, claims or remedies ams OSRAM may have in such case, You shall indemnify and hold harmless ams OSRAM (and ams OSRAM's affiliates as per Section 15 et. seq. of the German Stock Cooperation Act) from any third party claim resulting from Your breach of these Terms, subject to applicable law and or jurisdiction.

### **3. Liability**

ams OSRAM accepts - subject to the conditions set forth for such liability under statutory law - its liability for Your actual damages resulting from cases where Content used by You infringes third party rights, provided You have notified ams OSRAM without delay of any claims directly or indirectly asserted against You by the relevant right holder. You will reasonably support ams OSRAM against any such alleged claim, including, without limitation thereto, by providing ams OSRAM any requested information regarding Your use of the affected Content, and by refraining from entering into a settlement with the right holder for which ams OSRAM would be liable for, unless ams OSRAM has declared its prior written consent with such settlement.

### **4. Cooperation Obligations of the User**

4.1 Although ams OSRAM takes reasonable measures to protect the ams OSRAM Brand and DAM-Portal from viruses and malware, ams OSRAM does not warrant that the ams OSRAM Brand and DAM-Portal is virus or malware free. For Your own protection as well as to protect the ams OSRAM Brand and DAM-Portal from viruses, You shall apply reasonable security measures including the use of state of the art virus and malware scanners before downloading and using Content from the DAM-System.

4.2 You will inform ams OSRAM without delay if You become aware of any fact that indicates that the use and provision of Content via the ams OSRAM Brand and DAM-Portal may infringe third party rights or be otherwise unlawful.

### **5. Application of the OSRAM Terms of Use**

Save where conflicting, the OSRAM Terms of Use shall apply additionally to Your use of the ams OSRAM Brand and DAM-Portal [Terms of use | Light is OSRAM](#)

When using the ams OSRAM Brand and DAM-Portal, the following data of the User will be collected and stored: first name, last name, e-mail address, last login date, downloaded assets.

The processing of aforementioned data occurs on the basis of legitimate interests of ams OSRAM, including but not limited, for the purpose of evidencing misuse of downloaded Content

or breach of these Term and/or restrictions applicable to downloaded Content as well as for the purpose of avoiding breaches of license terms, e.g., in case of expiry or change of usage rights for Content of the ams OSRAM Brand and DAM-Portal.

## **Bynder Privacy and Cookie Policy**

Dear user,

New data privacy laws and regulations have become effective in recent years, with more such laws under consideration around the world. The European Union's General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act ("CCPA") are two prominent examples, among others.

In response to the modern data privacy landscape, Bynder has devoted significant efforts to ensure that our products and services remain compliant with applicable laws and that our customers and our users have the information they deserve about our approach to privacy.

We have updated our global privacy policy and our cookie policy to provide a clear overview of our data processing activities. We want to be sure that the people that use our product (GDPR's data subjects and CCPA's consumers) are correctly informed about how we use, transfer, retain and protect their personal data. We have also set out the legal rights of our product users. Our up-to-date global privacy policy is available at <https://www.bynder.com/en/legal/privacy-policy/>, and our cookie policy is at <https://www.bynder.com/en/legal/cookie-policy/>.

These policies apply to each user of the Bynder product. Should you have any questions, please feel free to write to [privacy@bynder.com](mailto:privacy@bynder.com).