



GOSEE CREATIVE NEWS SERVICES

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1. Scope

These Terms and Conditions of NEWS SERVICES AG, Ruessenstrasse 6, 6340 Baar (subsequently referred to as “GoSee”) govern the rights and obligations in connection with the use of the website www.GoSee.ch and related websites (.us, .es, .it, .fr, .de, etc., subsequently referred to as www.GoSee.ch) as well as the online shop on this site. These Terms and Conditions govern in particular the business relations of GoSee between users, suppliers and buyers as well as the business relations between suppliers and buyers.

GoSee provides a platform with www.GoSee.ch on which suppliers can list images for download and offers of print products. Buyers can purchase licenses or physical print products for the corresponding images. The purchased images are delivered to the buyers by GoSee (via download link or email), and the print products are shipped directly by the supplier.

GoSee only provides the platform and acts as a representative on behalf of and with the authority of the supplier in processing sales or purchases. GoSee itself will at no time be party to contracts concluded between suppliers and buyers. GoSee is neither a broker nor an intermediary and has no influence on the behavior of suppliers, buyers and other users of www.GoSee.ch.

GoSee can operate its website in different languages. Even if sales contracts are concluded in another language and/or these Terms and Conditions, translated into a foreign language, are agreed upon as part of sales contracts, these Terms and Conditions in the German version alone shall always be legally binding in the event of a dispute.

2. Important Terms

The term “GoSee” designates NEWS SERVICES AG.

“www.GoSee.ch” is a platform of NEWS SERVICES AG (online shop).

To “register” means to open a user account on www.GoSee.ch.

The term “User” designates every person who has registered on www.GoSee.ch.

The term “Supplier” designates a person registered on www.GoSee.ch who lists images or print products on www.GoSee.ch and offers them for the purchase of licenses or physical products.

The term “Buyer” designates a person registered on www.GoSee.ch who purchases licenses of images or print products through the platform www.GoSee.ch.

The term “Sales Contract” designates a contract concluded on www.GoSee.ch between the supplier and the buyer regulating the purchase of licenses or print products.

3. Use of www.GoSee.ch

Users of www.GoSee.ch, suppliers and buyers declare by registering on this website that they agree to abide by these Terms and Conditions. These Terms and Conditions constitute a legally binding agreement between you and GoSee.

If a user accepts these Terms and Conditions on behalf of a company or other legal entity or person, the user confirms and warrants that the user is authorized to represent the company or legal entity or legal person and to bind them by these Terms and Conditions.

Due to legal requirements, the offers on www.GoSee.ch are intended solely for legal persons and natural persons who have reached the age of 18. By accessing or using www.GoSee.ch, natural persons confirm and warrant that they are age 18 or older.

Users of www.GoSee.ch agree:

not to violate the rights of GoSee or any other natural or legal person, in particular their intellectual property rights or their personality, privacy, publicity or contractual rights;

not to violate the Terms and Conditions of GoSee and its Privacy Policy, which is an integral part of these Terms and Conditions;

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SWISS POST 3030 BERN IBAN CH36 0900 0000 9173 5274 8 SWIFT POFICHBXXX

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Cologne • London • Paris • Zurich

not to upload images and content on www.GoSee.ch which are in violation of applicable laws and regulations or encourage such violations, which are fraudulent, false, misleading or deceptive, which are libelous, defamatory, obscene, pornographic, vulgar or offensive, which promote, encourage or support discrimination, fanaticism, racism, hatred against any individual or group, or those who are violent or threatening or who promote violence and acts which are threatening;

not to encourage or aid third parties in performing any of the aforementioned actions.

GoSee is entitled to take legal action against violations of the aforementioned obligations and to report violators to the authorities in the event of infringement against these Terms and Conditions and other directives and/or to take other measures at any time and without providing a reason. These include and are not limited to the deletion of registrations and/or uploaded content on www.GoSee.ch without prior notice and/or temporary or permanent restriction or blocking the use or access to www.GoSee.ch.

4. Modifications to the Terms and Conditions

GoSee reserves the right to change these Terms and Conditions at any time without prior notice and in its sole discretion. In this case, GoSee will notify users expressly by email and on www.GoSee.ch. Failure of a user to object to the changes made to the Terms and Conditions within 30 days of notification by email constitute acceptance of such changes by the user.

The Terms and Conditions valid at the time of purchase apply in business relations between the supplier and the buyer.

5. Order of Applicability

These Terms and Conditions are exclusively valid in business relations and all contracts between suppliers and buyers. Swiss law remains valid subsidiarily.

Both in contracts between suppliers and buyers as well as between GoSee and suppliers or buyers, the terms and conditions of suppliers and/or buyers are not applicable, even in the event that GoSee, suppliers or buyers do not object to their validity expressly in each individual case.

6. Obligations of the Supplier

The supplier is obligated to accept these terms and conditions to the fullest extent in business relations with the buyer and to be bound by them under all circumstances. This applies also and in particular to the following provisions regarding the purchase of licenses by the buyer.

The supplier grants GoSee the authority to conclude sales contracts with buyers in its discretion via www.GoSee.ch, to process purchases and for collection of payment, within the meaning of Article 32 paragraph 1 of the Swiss Code of Obligations (OR).

The supplier is obligated not to stipulate amending, deviating or different terms and conditions or other contractual terms. Applicable exclusively for the purchase contract are these Terms and Conditions as well as, subsidiarily, Swiss law.

The supplier's relation to GoSee is limited to being a registered user on www.GoSee.ch and an independent contracting party of GoSee. Suppliers are neither employees, representatives or agents, co-contractors or partners of GoSee. They act exclusively in their own name and on their own account and not in the name or on account of GoSee.

7. Obligations of the Buyer

The buyer is obligated to recognize GoSee as a legally authorized representative of the respective supplier within the meaning of Article 32 paragraph 1 of the Swiss Code of Obligations (OR) for the purchase of the images and the print products offered by the supplier on www.GoSee.ch, in particular, regarding purchase processing and collection of payment.



GOSEE CREATIVE NEWS SERVICES

Cologne • London • Paris • Zurich

8. Registration

To use the services of www.GoSee.ch, in particular to list images and offers of print products on www.GoSee.ch or to purchase them, suppliers and buyers must first register as users. Registration as a user is free of charge.

The information entered by the user is used solely to the extent necessary for the operation of www.GoSee.ch and for processing purchases. The user is obligated to provide accurate, current and complete information during registration and to update this information regularly. The use of pseudonyms is prohibited. GoSee reserves the right to delete and/or block access to www.GoSee.ch if the information entered by the user during the registration process or afterwards proves to be false, fraudulent or incomplete, or if it is in violation of these Terms and Conditions or unlawful.

The user is solely responsible for maintaining the security of the user's password. GoSee accepts no responsibility and no liability for misuse or loss.

It is not permissible for a user to grant third parties access to the functions of www.GoSee.ch via the account of the user. The user agrees to accept all responsibility for any and all activities which occur on www.GoSee.ch under the user's account.

GoSee has the right to verify the information and data provided during registration at any time without providing a reason and to make registration dependent upon additional conditions, to reject or delete a registration as well as content (or settings) without prior notice.

Each user may only register once on GoSee.

GoSee communicates with the user exclusively using the provided email address.

GoSee reserves the right to delete user accounts which have not been used for more than six months or if users can no longer be reached via the provided email address.

Users can ask GoSee via email to delete their user account at any time. GoSee is subsequently entitled to immediately and irrevocably delete the corresponding user account and all of the user's data on www.GoSee.ch.

9. Listing Images and Offers of Print Products by Suppliers

By registering as a user of www.GoSee.ch, and each time a supplier lists images and offers of print products, the supplier agrees to these Terms and Conditions.

10. Intellectual Property

By listing images and offers of print products, the supplier declares and warrants to own all rights, legal titles and claims to the work, including all copyrights, trademark rights, patent rights, personality rights, utilization rights, moral copyrights and other intellectual property rights or to have all necessary rights and licenses to grant the buyer the unencumbered property and/or the licenses below. The supplier waives all moral copyrights in connection with the listed work.

The supplier declares and warrants further that the image or offer of print products does not infringe the intellectual property rights of third parties and does not contain misleading or inaccurate content or information. It is not permissible to list images or offers of print products on www.GoSee.ch, which infringe the intellectual property rights of third parties.

11. Use of the Listed Images and Print Products by GoSee

The supplier grants GoSee and third parties commissioned by GoSee the right to use the images and print products listed on www.GoSee.ch and to display the image, the products and all information provided by the supplier in analog and digital form for the website www.GoSee.ch or for marketing and advertising purposes, whether in newsletters, advertising emails, brochures, social media, or further use in the discretion of GoSee.



GOSEE CREATIVE NEWS SERVICES

Cologne • London • Paris • Zurich

12. Prices

The prices displayed on www.GoSee.ch include all statutory fees and taxes unless otherwise stated.

The different qualities of the listed images (size, resolution, etc.) and the corresponding retail prices are determined by the supplier. For the listed print products, the supplier determines the various editions offered and the corresponding gross sales prices.

The binding price is the price stated by the supplier in euros. All sales and commissions are also payable in euros. On www.GoSee.ch, however, the prices of the listed images and the offers of print products can also be displayed in US dollars and in Swiss francs at the current exchange rate, purely for information purposes.

We reserve the right to make technical changes and to correct mistakes and printing errors.

13. Purchasing Licenses for Images

When a buyer purchases a license for an image listed by a supplier via www.GoSee.ch, the buyer always concludes a purchase contract directly with the supplier. GoSee only provides the platform and will at no time be party to contracts.

The images offered on www.GoSee.ch represent a non-binding invitation to the buyer to purchase licenses from the supplier. By placing an order via www.GoSee.ch, including the acceptance of these Terms and Conditions, the buyer makes the supplier a legally binding offer for the conclusion of a purchase contract. GoSee then sends an automatic order confirmation by email which confirms that the buyer's offer has been received by GoSee. All orders placed by the buyer are binding.

GoSee is commissioned, entitled and authorized by the supplier to accept this offer for the conclusion of the purchase contract by the buyer in legally binding form. GoSee forwards the orders received to the supplier by email immediately, who accepts or declines the order. The supplier reserves the right to decline an order without providing a reason.

The purchase contract for a license or licenses comes into existence only when the buyer receives the download link for the image or the image itself from GoSee by email.

14. Purchasing Print Products

If the buyer purchases a print product via www.GoSee.ch, the buyer always concludes a contract directly with the supplier. GoSee only provides the platform and will at no time be party to contracts.

The print products offered on www.GoSee.ch represent a non-binding invitation to the buyer to order the products. By placing an order via www.GoSee.ch, including the acceptance of these Terms and Conditions, the buyer makes the supplier a legally binding offer for the conclusion of a purchase contract. GoSee then sends an automatic order confirmation by email which confirms that the buyer's offer has been received by GoSee. All orders placed by the buyer are binding.

GoSee is commissioned, entitled and authorized by the supplier to accept this offer for the conclusion of the purchase contract by the buyer in legally binding form. GoSee forwards the orders received immediately to the supplier by email.

The purchase contract for a print product comes into existence only when the buyer receives an email from the supplier containing a declaration of acceptance which confirms the buyer's order. The supplier reserves the right to decline an order without providing a reason. Ordered print products are shipped directly by the supplier after payment is received by GoSee.

If, upon confirmation of the order by the supplier, the ordered print products cannot be delivered in part or in full, the supplier is entitled to withdraw from the entire contract or from parts of the contract. In this case, and even if the supplier does not confirm the order of the buyer, the payment already made by the buyer will be refunded. The supplier is not obligated to make a replacement delivery in the event of contract termination.



GOSEE CREATIVE NEWS SERVICES

Cologne • London • Paris • Zurich

15. Payment Process and Conditions

Payment options available to the buyer are indicated during the ordering process. GoSee is commissioned, entitled and authorized by the supplier to collect the purchase price from the buyer. GoSee is authorized to collect payment for the supplier.

16. GoSee's Commission

GoSee's commission is 20% of the net purchase price of images and print products. The supplier receives the remainder of the purchase price.

The supplier's account will be credited monthly by GoSee for items sold. The fixed date is the last calendar day of the month.

The supplier's credit is transferred to the bank account specified by the supplier within 10 days from the fixed date.

The supplier is obligated to settle taxes and fees for the credit transferred to the supplier with the competent authorities of the supplier's domicile. GoSee expressly disclaims all liability.

17. Licenses

By purchasing a license of an image from the supplier on www.GoSee.ch, the buyer receives a non-exclusive, unlimited, worldwide, non-sublicensable, non-transferable license for the use, reproduction, alteration, or display of the image. There are three types of licenses to choose from:

The PRIVATE DIGITAL license entitles the buyer to use the image for non-commercial online purposes (private homepage, blogs, charity etc.).

The EDITORIAL license entitles the buyer to use the image for a specified website for a maximum of six months.

The COMMERCIAL license entitles the buyer to use the image for the purpose agreed upon between the buyer and the supplier. If no agreement is made, the buyer is entitled to use the image online worldwide for the specified product for one year.

18. Delivery of Print Products

Shipping costs have to be paid by the buyer.

The supplier sends the print products by postal or courier service to the address specified by the buyer in the order. Risks and rewards pass to the buyer upon shipping of the print products, insofar as this is legally permissible. The supplier is not liable for damages of any kind resulting from late delivery of the goods to the buyer or to third parties.

If the print product is not deliverable, or if the buyer refuses to accept the delivery, the supplier can terminate the contract after a reasonable deadline by sending the buyer a notification and can invoice the buyer any inconvenience.

The supplier is entitled to make partial deliveries, insofar as it is reasonable to do so, upon consideration of all interests. The supplier is responsible for paying any additional shipping costs.

The buyer is obligated to inspect the delivered print products immediately upon receipt of the delivery and to notify the supplier immediately of any defects, covered by the warranty of the supplier, in writing by letter or email sent to the supplier's address.

If, upon inspection of the print products, the supplier verifies that there are no detectable defects or that they are not covered by the warranty of the supplier, the supplier is entitled to invoice the buyer for costs of any inconvenience caused, as well as for the return or disposal of the print products.



GOSEE CREATIVE NEWS SERVICES

Cologne • London • Paris • Zurich

19. Returns & Cancellation

The buyer does not have the right to return purchased images (licenses).

For purchased print products, the supplier grants a contractual right of cancellation within 14 calendar days upon receipt of the goods without providing a reason.

Exercising the right of cancellation leads to a reversal of the contract. The buyer has to return the original print products to the supplier within 14 calendar days and together with the delivery note. The buyer bears the risk and costs of any returns. Payments already made are refunded to the buyer, insofar as the supplier has already received the print products or the buyer can provide proof of delivery.

The supplier reserves the right to demand reasonable compensation for damage, excessive wear or loss of value due to improper handling and to deduct the amount equivalent to the loss of value from the purchase price already paid or to invoice the buyer accordingly.

20. Representations and Warranties

The supplier does not grant a warranty for purchased images (licenses).

The supplier endeavors to deliver print products of flawless quality. If the supplier is notified of defects in due time, the supplier grants a warranty of flawlessness of the print product purchased by buyer for the statutory warranty period of two years which starts on the date of delivery. It is in the sole discretion of the supplier to fulfill the warranty through replacement with an equivalent product or reimbursement of the purchase price. Further claims are excluded.

Normal wear and tear as well as the consequences of improper handling or damage by the buyer or third parties and defects due to external circumstances are not covered by the warranty.

21. Limitation of Liability

GoSee excludes all liability, irrespective of its legal grounds, as well as all damage claims against GoSee and any auxiliary persons and vicarious agents. This applies in particular to the payment process (credit card, PayPal), for which GoSee can also use the services of third parties. In particular, GoSee is not liable for damages, both indirect and consequential, loss of profits, personal injury, property damage or purely financial losses of the supplier and of the buyer as well as of users of the website www.GoSee.ch in general. Rights to more stringent statutory liability remain reserved, e.g. in the event of gross negligence or due to unlawful intent.

GoSee only uses hyperlinks on www.GoSee.ch to make access to other websites easier. GoSee can neither have detailed knowledge of the content of these websites, nor assume liability or any other responsibility for the content of these websites.

22. Exemption and Indemnity

The users of www.GoSee.ch, suppliers and buyers are obligated, due to their use of www.GoSee.ch and due to contracts concluded through www.GoSee.ch, to completely indemnify GoSee and all affiliated companies and subsidiaries as well as their employees and representatives and anyone commissioned by GoSee and to defend against alleged allegations and claims of third parties, in particular in the case of infringement of intellectual property and damage claims. You are obligated in particular to bear all resulting judicial costs. Users are further obligated to provide GoSee with truthful and complete information, upon first request, which may be required for the review of the claims and to defend against them.

23. Links

www.GoSee.ch may contain links to third-party websites. GoSee is not responsible for the availability or accuracy of such websites. Links to such websites do not imply any endorsement by GoSee of such websites or the content, products, or services available on such websites.



GOSEE CREATIVE NEWS SERVICES

Cologne • London • Paris • Zurich

24. Assignment

Users, suppliers and buyers may not assign or transfer obligations, rights and duties of any kind under the agreement of these Terms and Conditions, in whole in or part, to third parties without the prior written consent of GoSee.

25. Privacy Policy

GoSee is entitled to process and use the data collected, images or print products uploaded or listed, and all submitted information during user registration and upon contract conclusion to fulfill the obligations arising from the purchase contract as well as for marketing purposes. Data which is required in order to perform a service can also be passed on to authorized service partners (logistics partners) or other third parties.

The GoSee Privacy Policy is an integral part of these Terms and Conditions.

26. Severability Clause

If any part or individual provision of these Terms and Condition is declared void, unenforceable or invalid, the remaining provisions and parts will continue to be valid and enforceable. The invalid and/or unenforceable provisions shall be replaced by those which, within reason, come economically closest to the meaning and purpose of the invalid and/or unenforceable provisions. The same applies to possible gaps in the regulation.

27. Applicable Law and Jurisdiction

In the event of disputes between GoSee and users of www.GoSee.ch, suppliers and/or buyers, or between suppliers and buyers, only Swiss law shall apply, with the exclusion of conflict-of-law provisions. The UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention) is expressly excluded.

The court of jurisdiction for disputes between GoSee and users, suppliers and buyers as well as between suppliers and buyers is Zug, Switzerland, insofar as the law does not state a different mandatory jurisdiction.

Baar ZH, May 4th 2020

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