

July 24, 2017

## 1. General

1.1 signili is a service of cosee GmbH, Mina-Rees-Strasse 8, 64295 Darmstadt (hereafter "cosee" or "we"). Signili allows you to watermark digital images. Pictures marked with watermark can then be searched with signili in the Internet. "Internet" is the publicly accessible part of the World Wide Web, which is also covered by the major search engines (Google, Bing etc.).

## 2 Contract conclusion & Services

2.1 signili can be used free of charge with limited scope of use ("free trial version") without registration only with an e-mail address. Please check our specification of services at [www.signili.de](http://www.signili.de) for restrictions on the free offer.

2.2 More service you get in the paid packages. Please refer to our Internet offer at [www.signili.de](http://www.signili.de) for the respective scope of the services per package as well as the price of the package. If you use a paid package, you have the possibility to use our plugin for Adobe Lightroom. The plugin allows you to upload your images directly from Adobe Lightroom to be watermarked by us.

2.3 Uploading an image with an email address will result in a contractual relationship between the parties. The contractual relationship also occurs if you register for the use of signili.

2.4 A contract for the use of one of our chargeable usage packages will be activated after clicking on the "Book now" button on one of the usage packages. In the following dialog you enter your personal data and enter the data for your payment. By clicking "Book now" the booking will be finalized.

2.5 To use signili you have the choice between the packages mentioned on the website. The term "search period" refers to the period in which your signili-watermarked images of signili are searched on the Internet, from the time the image is marked by us.

2.6 If technically possible, we will watermark the uploaded image. The technical limitations can be found on the website.

2.7 After you have successfully marked your picture, a corresponding screen message will be displayed. Then you have the possibility to download the watermarked image

The watermark by signili is a clear identification of the image, which is only known by signili. The watermark is linked to the concrete user by signili.

2.8 We regularly search for images on the Internet, which are similar to the image uploaded by you. The search results are examined by us for the watermark. If the watermark can not be read, the search result is discarded. You are only informed about found images containing the watermark you have entered.

2.9 We will not be able to find all the places on the Internet where your picture is used. The search area of the service signili corresponds to the search area of the large public search engines, e.g. Google and Bing. If you discover a suspicious image yourself, you can use signili to check it manually for your watermark. If you use our service in the trial version we will send you a link by mail to do the manual check. Keep this mail and the link contained in it carefully and do not publish it. With this link, any other user can also

scan images for your watermark. As a registered user, you can access the page via the user area.

2.10 The use of the service is always extended automatically after one month. You can cancel the extension at any time. To cancel, please send an email with the e-mail address under which you registered with the subject "notice" to the email address support@signili.de.

If you cancel one of the paid packages, you can only watermark the number of images which is allowed in the free trial version. After the number of already marked pictures, is searched up to the end of the payed period you can only search for the number of watermarked images within the limitations of the free trial version.

### 3 Rights of use

You agree to be the author of the uploaded image and / or the owner of exclusive rights to use the uploaded image and / or to have been authorized by the owner of the exclusive use rights to use the service signili for the uploaded image.

You grant cosee all rights to the images uploaded by you, which cosee needs to provide its services.

In particular, the authorization of signili includes the right,

- to reproduce the image and / or reproduce it by a third party, provided that copying by third parties is necessary for the service of signili.
- to store the image and / or have it stored by a third party, provided that the storage by third parties is necessary for the service of signili.
- to enrich the image with watermark information.

### 4 Obligations of the user

4.1 You may not upload any images which represent illustrations or illustrations whose possession is punishable under the German Criminal Code.

4.2 You may only specify your own email address when uploading.

4.3 You must refrain from all actions that are used to spy on the watermark or search technology. The use of signili is only permitted for human users. The use of scripts is prohibited.

4.4 We may remove or delete any content and information that you have uploaded to us, if the content or information in our opinion violates these Terms of Use or the applicable laws of the Federal Republic of Germany.

Should we remove a content because this content violates the rights of another person, while you are of the opinion that you have the rights to do so, we will give you an opportunity to object to the deletion. If you repeatedly violate the rights of third parties, we reserve the right to block you for further use of the service.

If you notice an abuse of the signili's service or report an infringement, you can contact the support team (support@signili.de).

4.5. You are solely responsible for securing and storing your images. The service does not serve as a storage service for your images, but exclusively for the marking of the images with a watermark and the search for the images thus marked.

## 5 Liability

We are liable to you for intent and gross negligence, in case of malicious concealment of a defect as well as in taking over the guarantee for the quality of the service.

Furthermore, we are liable for the negligent breach of obligations, which fulfill the proper execution of the contract at first, whose violation violates the achievement of the purpose of the contract and on which you may regularly trust. In the latter case, however, we are liable only for the foreseeable, contract-type damage. We are not liable for the slightly negligent violation of obligations other than those mentioned in the preceding sentences.

The foregoing exclusion of liability does not apply to injury to life, body and health. Liability under product liability law remains unaffected.

## 6 Right of withdrawal

Right of withdrawal for consumers. Consumers are any natural person who enters into a legal transaction for purposes which can not be attributed primarily to their commercial or self-employed occupation.

### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us

signili c/o cosee GmbH, vertr. d.d. Geschäftsführer: Patrick Wolf, Mina-Rees-Straße 8, 64295 Darmstadt, Tel: +49 6151 95744-0, Fax: +49 6151 95744-29, Email: support@signili.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

## 7 Final provisions

7.1. The contract language is German or English. The contract text is stored by us and can be accessed via the website.

7.2 This contract is governed by German law. If you are a consumer, this choice is only valid if the law does not deprive you of the protection of mandatory provisions of the law of the state of your habitual residence (the so-called "convenience principle").

7.3 The place of performance for all services from this contract as well as the court of jurisdiction is the domicile of cosee GmbH, if you as our contractual partner are not a consumer, but a merchant, a legal person of public law or a public special fund. The same applies if you do not have a general place of jurisdiction in Germany or the EU, or the place of residence or habitual residence is unknown at the time the action is brought. The right to appeal also to the court at another legal jurisdiction shall remain unaffected.