

Terms of Use

These terms apply to anyone who uses a website of Emporis.

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1. **Preamble**

Emporis maintains a building database (also referred to in the following as "Database") with data on and photographs of buildings in thousands of cities worldwide (also referred as "Building Data"). Emporis maintains at <http://www.emporis.com> Internet platforms for accessing and modifying of data . For the purposes of these terms, photographs are all forms of pictorial material that can be published electronically. Computer animations and photos of models are also considered to be photographs. These terms govern the relationship between you and Emporis GmbH, corporation under German law, as the operator.

2. **Acceptance of Terms**

The services that Emporis provides to you are subject to the following Terms of Use. Emporis reserves the right to update the Terms of Use at any time without notice to you. The most current version of the Terms of Use can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our web pages.

3. **Description of Services**

Through its network of web properties, Emporis provides you with access to a variety of resources, including submission forms, developer tools, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new

features, and/or the addition of any new web properties, are subject to the Terms of Use.

4. Personal and non-commercial Use Limitation

Unless otherwise specified, the services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the services.

5. Privacy and Protection of Personal Information

Our goal is to protect your privacy. Emporis does not collect personally identifiable information about individuals except when such individuals specifically provide such information on a voluntary basis. For example, such personally identifiable information may be gathered from a contest or sweepstakes registration, the registration process for subscription sites or services and in connection with content submissions, community postings (e.g., chat and bulletin boards), suggestions, voting/polling activities and transactional areas. Personally identifiable information on individual users will not be sold or otherwise transferred to third parties without the approval of the user at the time of collection. At such points of collection, the user will have the opportunity to indicate whether he or she would like to "opt out" of receiving promotional and/or marketing information about other products, services and offerings from Emporis. Further, notwithstanding any opt out of promotional information by the user, Emporis reserves the right to contact a subscriber regarding account status, changes to the subscriber agreement and other matters relevant to the underlying service and/or the information collected. During a pageview the following information is tracked by Emporis: IP address, browser type, referrer, operating system, date/time and the page requested. This information is automatically collected and used to analyze trends, administer the site and gather broad demographic information.

Emporis reserves the right to perform statistical analyses of user behavior and characteristics in order to measure interest in and use of the various areas of the site and to inform advertisers of such information as well as the number of users that have been exposed to or clicked on their advertising banners. Emporis will provide only aggregated data from these analyses to third parties. Also, users should be aware that Emporis sometimes permits third parties to offer subscription and/or registration-based services through a Emporis platform. Emporis is not responsible for any actions or policies of such third parties and users should check the applicable privacy policy of such party when providing personally identifiable information.

Additionally, users should be aware that when they voluntarily disclose personally identifiable information (e.g., user name, email address) on the bulletin boards or in the chat areas of the Emporis platforms, that information, along with any substantive information disclosed in the user's communication, can be collected and correlated and used by third parties

and may result in unsolicited messages from other posters or third parties. Such activities are beyond the control of Emporis. Users also should be aware that non-personal information and data may be automatically collected through the standard operation of internet servers of Emporis or through the use of "cookies." "Cookies" are small text files a website can use to recognize repeat users, facilitate the user's ongoing access to and use of the site and allow a site to track usage behavior and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto a user's system and damage files. Generally, cookies work by assigning a unique number to the user that has no meaning outside the assigning site. If a user does not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the user to deny or accept the cookie feature; however, users should note that cookies may be necessary to provide the user with certain features (e.g., customized delivery of information) available on the used Emporis platform.

Upon request, Emporis will allow any user to "opt out" of further promotional contacts at any time. Additionally upon request, Emporis will use reasonable efforts to allow users to update/correct personal information previously submitted which the user states is erroneous to the extent such activities will not compromise privacy or security interests. There is a link in the community section for this purpose. Also, upon a user's request, Emporis will use commercially reasonable efforts to functionally delete the user and his or her personal information from its database; however, it may be impossible to delete a user's entry without some residual information because of backups and records of deletions.

Third Party Personally Identifiable Information such as used in the "tell a friend" section of the platform will only be used to send a one-time invitation. The information is only stored to make sure the third party will not be solicited through our system.

The websites belonging to Emporis contain links to other websites. Please note that when you click on one of these links, you are 'clicking' to another website. We encourage you to read the privacy statement of these linked sites as their privacy policy may differ from ours.

If Emporis is going to use your personally identifiable information in a manner different from that stated at the time of collection we will notify you via email. You will have a choice as to whether or not we use your information in this different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on our website notifying users of the change. In some cases where we post the notice we will also email users, who have opted to receive communications from us, notifying them of the changes in our privacy practices.

6. Notice Specific to Emporis Tools

Any tool that is made available to download or use from the Services ("Tool") is the copyrighted work of Emporis and/or its suppliers. Use of the tools is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Tool ("License Agreement"). An end user will be unable to install any Tool that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

The Tool is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Tool not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Without limiting the foregoing, copying or reproduction of the tools/software to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by the License Agreement accompanying such tools.

The tools are warranted, if at all, only according to the terms of the respective License Agreement. Except as warranted in the License Agreement, Emporis GmbH hereby disclaims all warranties and conditions with regard to the tools, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement.

For your convenience, Emporis may make available as part of the services or in its software products, tools and utilities for use and/or download. Emporis does not make any assurances with regard to the accuracy of the results or output that derives from such use of any such tools and utilities. please respect the intellectual property rights of others when using the tools and utilities made available on the services or in Emporis software products.

Restricted Rights Legend; United States of America only: Any Tool which is downloaded from the Services for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the rights in technical data and computer software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Tool - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Emporis GmbH, Heimhuder Str. 72, 20148 Hamburg, Germany.

7. Notice Specific to Documents available on this Website

Permission to use documents (such as white papers, press releases, datasheets and FAQs) from the services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the services is for informational and non-commercial or personal use only and

will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any documents are made. Accredited educational institutions, universities, private/public colleges, and state community colleges, may download and reproduce the documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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The documents and related graphics published on the services could include technical inaccuracies or typographical errors. changes are periodically added to the information herein. Emporis and/or its respective suppliers may make improvements and/or changes in the product(s) and/or the program(s) described herein at any time.

8. Notice regarding Tools, Documents, and Services available on this Website

In no event shall Emporis and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of tools, documents, provision of or failure to provide services, or information available from the services.

9. Member Account, Password, and Security

If any of the services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Emporis immediately of any unauthorized use of your account or any other breach of security. Emporis will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Emporis or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Emporis reserves the right to restrict access to particular functions, or the content to specific regions or to disable your account on the grounds of inactivity. Members with deactivated accounts can request its reactivation by sending an email to support@emporis.com. There is no entitlement to reactivation.

10. No Unlawful or Prohibited Use

As a condition of your use of the services, you will not use the services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the services in any manner that could damage, disable, overburden, or impair any Emporis server, or the network(s) connected to any Emporis server, or interfere with any other party's use and enjoyment of any services. You may not attempt to gain unauthorized access to any services, other accounts, computer systems or networks connected to any Emporis server or to any of the services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the services.

11. Use of Services and Tools

You agree to use the tools (for the modification of content) and services (like email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others) only to post, send and receive material that are proper and, when applicable, related to the particular service. By way of example, and not as a limitation, you agree that when using the services and tools, you will not:

1. Use the tools or services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
4. Upload, or otherwise make available, files that contain images, photographs, software, tools or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
5. Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
6. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
7. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication services specifically allows such messages.
8. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
9. Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
10. Restrict or inhibit any other user from using and enjoying the tools or services.
11. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
12. Harvest or otherwise collect information about others, including email addresses.
13. Violate any applicable laws or regulations.
14. Create a false identity for the purpose of misleading others.
15. Join or open a group/community which you have not belonged to in reality or publish information under a group name/community name you have not belonged to in reality.
16. Publish wrong or false content, including altering correct information in wrong information or deleting correct information or mass rejecting obviously correct information (i.e. in workflows).
17. Publish wrong or false sources, including altering correct sources in wrong sources or deleting correct sources from published content.
18. Create a false identity for the purpose of misleading others.
19. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the services or other user or usage information or any portion thereof.

Emporis has no obligation to monitor the services and tools. However, Emporis reserves the right to review materials posted to the services and

through the tools to remove any materials in its sole discretion. Emporis reserves the right to terminate your access to any or all of the Communication services at any time, without notice, for any reason whatsoever.

Emporis reserves the right at all times to disclose any information as Emporis deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of Emporis.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication services. Emporis does not control or endorse the content, messages or information found in any Communication services and, therefore, Emporis specifically disclaims any liability with regard to the Communication services and any actions resulting from your participation in any Communication services. Managers and hosts are not authorized Emporis spokespersons, and their views do not necessarily reflect those of Emporis.

Materials uploaded to the Communication services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

12. Materials Provided to Emporis or Posted at this Website

No compensation will be paid with respect to the use of your materials, as provided herein. Emporis is under no obligation to post or use any submission you may provide and Emporis may remove any submission at any time in its sole discretion. Emporis does not claim ownership of the materials you provide to Emporis (including feedback and suggestions) or post, upload, input or submit to any services or its associated services for review by the general public, or by the members of any public or private community, (each a "submission" and collectively "submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your submission you are granting Emporis, its affiliated companies and necessary sublicensees permission to use your submission in connection with the operation of their businesses (including, without limitation, all Emporis services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; to publish your name in connection with your submission; and the right to sublicense such rights to any supplier of the services. As author of the materials you have the right to download all original materials which were submitted through your account using batch downloading functionalities and all information of a building where you contributed information (except photographs) to. In addition to the warranty and representation set forth above, by posting a submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("images"), you warrant and represent that (a) you are the copyright owner of such images, or that the copyright owner of such images has granted you permission to use such images or any content and/or images

contained in such images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such images, if any, has provided consent to the use of the images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such images. By posting materials, you are granting (a) to all members of your private community (for each such images available to members of such private community), and/or (b) to the general public (for each such images available anywhere on the services, other than a private community), (c) Emporis itself permission to use your material in connection with the use, as permitted by these Terms of Use, of any of the services, (including, by way of example, and not as a limitation, making prints and gift items which include such images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your images without having your name attached to such images, and the right to sublicense such rights to any supplier of the services. The licenses granted in the preceding sentences for materials will not terminate at any time; also not when you remove your account from the services. As long as in individual cases nothing different has been agreed, the member agrees to his/her photographs also being used differently to in the original version, for instance in excerpts, in montages, photographically modified, colored, or printed in black and white from a color image. The member empowers Emporis to claim recognition of copyright (§ 13 UrhG, i.e. German copyright law) and also to sue for damages if need be, especially in the cases of unauthorized usage or commercial exploitation of the materials. There is no commitment to legal follow-up of this nature. Any profits that may be accrued from such a process will be set against the costs incurred. The Collection Society for Image Art (approximate translation, original name in German: Verwertungsgesellschaft Bild-Kunst, VG Bild-Kunst) is a society headquartered in Emporis' home country, Germany, where it upholds the rights of copyright owners. Emporis may request from the VG Bild-Kunst all data relating to the member (copyright number, address, account number and similar) that is necessary for efficient billing and also make use of the administrative assistance of the society, should it serve a practical purpose to do so. With regard to the material provided to Emporis for sale, the member also concedes to Emporis any utilization rights arising from § 27 UrhG (i.e. German copyright law).

13. Payment

Generally speaking no financial compensation will be paid for publishing any material to Emporis. A commission is only being paid to you when a customer purchases a photograph and the customer payment is received by Emporis; also when the account of the member has already been disabled. The remunerations (fees) actually accrued on the basis of the transfer of rights for photographs are divided in the ratio of 1:1 between the member and Emporis. Emporis has the right to set and adjust prices for materials at any time, also without further notice, and include licensing of provided materials

in batch licensing agreements (which may result in a lower “per image price” compared a “single purchase” of a photography). The measurement of the fees, that third parties are to pay to Emporis, is performed by Emporis. If the member is required to pay value-added tax in Germany, he/she must inform Emporis of this; in this case, he/she will receive the legal rate of value-added tax added to his/her portion of the turnover in Germany. The member is remunerated via the payment channel stored in his/her user profile. As a rule, the member is paid – providing the relevant fees have been received by Emporis – in the following 12 months, unless the member has requested a longer payment interval. Payment takes place exclusively out of the fees actually received by Emporis. Emporis may use any photograph free-of-charge for its own advertising and for internal purposes, and may use any photograph free-of-charge in case a payment has not been agreed upon with a third party and Emporis.

14. Notices and Procedures for Making Claims of Copyright Infringement

Notifications of claimed copyright infringement should be sent to Emporis GmbH, Heimhuder Str. 72, 20148 Hamburg, Germany, through written and postal delivery. All inquiries not relevant to the following procedure will not receive a response. See notice and procedure for making claims of copyright infringement.

15. Links to Third Party Sites

The links in this area will let you leave the site of Emporis. The linked sites are not under the control of Emporis and Emporis is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Emporis is not responsible for webcasting or any other form of transmission received from any linked site. Emporis is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Emporis of the site.

16. Unsolicited Idea Submission Policy

Emporis or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when products of Emporis or marketing strategies might seem similar to ideas submitted to Emporis. So, please do not send your unsolicited ideas to Emporis or anyone at Emporis. If, despite our request that you not send us your ideas and materials, you still send them, please understand that Emporis makes no assurances that your ideas and materials will be treated as confidential or proprietary.

17. Final provisions

The exclusive place of jurisdiction for disputes connected with this agreement is Hamburg, Germany. German law only shall apply, with the exclusion of the Uniform Law on the International Sale of Goods and the regulations of German international private law. If a one of the provisions defined here are or become invalid in full or in part, the validity of the other provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that in its intentions comes closest to the purpose intended by a valid provision. The same applies in the event of a gap in these provisions.

The foregoing terms are effective as of October 11, 2011

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