

GENERAL TERMS AND CONDITIONS - JACKIE HARDT PHOTOGRAPHY

§ 1 General Provisions

1. All offers, deliveries, orders, and the granting of usage rights are subject to the General Terms and Conditions of the photographer Jackie Hardt in the version valid at the time of ordering. Different usage conditions must be agreed upon separately.
2. These General Terms and Conditions apply exclusively. General Terms and Conditions of the customer deviating from these General Terms and Conditions are not valid unless expressly agreed upon in writing by the photographer Jackie Hardt. Otherwise, the image material may not be used.

§ 2 Order Processing

1. When placing an order, but no later than before commencing use, the type and scope of usage must be specified. In the case of advertising, the product to be advertised must also be specified.
2. If the actual use does not correspond to the specified use, a usage right is deemed not granted.
3. Cost estimates are generally non-binding. If a cost estimate is exceeded by more than 15%, this will be communicated as soon as foreseeable.
4. Delivery dates are only binding if expressly confirmed by the photographer Jackie Hardt.
5. If services of third parties are required, the photographer Jackie Hardt is entitled to acquire them for the customer at cost.

§ 3 Copyright

1. The customer acknowledges the authorship of the photographer Jackie Hardt.
2. Any use, reproduction, or dissemination of the image material is only permitted under the condition of attributing the copyright notice clearly to the respective image. This explicitly applies to advertising, inserts, filming, or other media.
3. Delivered analog or digital image material remains the property of the photographer Jackie Hardt. It is provided exclusively temporarily and for the acquisition of usage rights.

§ 4 Usage Rights

1. The photographer Jackie Hardt generally transfers only a simple right of use for one-time use. Subject to other agreements, internet uses are also limited in time.
2. Usage by third parties always requires the explicit consent of the photographer Jackie Hardt and is subject to separate remuneration.
3. The granting of exclusive, temporal, spatial, and/or content-unlimited usage rights requires the explicit consent of the photographer Jackie Hardt and is subject to separate remuneration.
4. Storage or reproduction on data carriers requires the explicit consent of the photographer Jackie Hardt and is subject to separate remuneration. An exception applies only if this is necessary for technical processing and management within the scope of the granted use.
5. The purchaser of an image within the meaning of § 60 UrhG has no right to reproduce and distribute the photograph, even in motion, unless the corresponding usage rights have been transferred. § 60 UrhG is expressly waived.
6. Any editing, alteration, or transformation of the image material is expressly prohibited without the consent of the photographer Jackie Hardt.
7. The photographer Jackie Hardt is not obligated to hand over data carriers, files, and/or data unless expressly agreed upon in writing. The photographer Jackie Hardt is not liable for the existence and/or the possibility of a new delivery of the data.
8. If exclusive usage rights are granted, the photographer remains entitled to use the images for self-promotion purposes.

§ 5 Fee

1. Any use of the image material is subject to a fee.
2. Until full payment of the fee and any expenses, the customer acquires no usage rights.
3. The agreed fee applies. The fee is based on the type and scope of usage. If no fee has been agreed upon, the usual fee of the photographer Jackie Hardt is owed. The fee is plus the applicable value-added tax and any levies.
4. If the intended production time is exceeded without the fault of the photographer Jackie Hardt, the agreed compensation for a lump-sum fee must be appropriately increased. If an hourly rate is agreed upon, the photographer is entitled to the agreed hourly or daily rate for waiting time, unless the customer proves that no damage occurred to the photographer Jackie Hardt.
5. Ancillary costs (travel expenses, model fees, expenses, props, laboratory and material costs, studio rents, location usage, etc.) are to be borne by the customer.
6. If the customer wishes for changes during or after the production of the recordings, the customer shall bear the additional costs. The photographer Jackie Hardt retains the right to remuneration for work already commenced.
7. If the customer requests design proposals or concepts, these are to be remunerated separately as independent services.
8. In the event of termination, the photographer Jackie Hardt is entitled to demand the agreed compensation, but must credit what is saved as a result of the termination in expenses, or what is willfully neglected to be earned through alternative use of her work capacity. The photographer is free to claim a lump sum of at least 15% of the agreed total fee. Regardless, the customer must reimburse all incurred ancillary costs.
9. Fifty percent (50%) of the fee is due upon agreement of the contract, even orally, and the total fee is due no later than upon delivery of the image data. If a production is delivered in parts, the photographer Jackie Hardt is entitled to demand instalment payments corresponding to the respective scope of performance.
10. Invoices are to be paid without deduction within TEN working days. The customer is in default after 30 days at the latest.
11. The usage rights agreed upon are due upon delivery of the image data. Renewel after extended agreement only.

§ 6// AI DISCLAIMER

1. As a photographer, I strive to create high-quality, unique, and creative images for my clients. To achieve this, I may occasionally use artificial intelligence (AI) tools to enhance my work and streamline my editing process. This may include AI-assisted image processing, color correction, and other techniques to improve the final result.

While I use AI tools to improve the quality and efficiency of my work, I assure you that the creative vision, composition, and overall artistic direction remain entirely my own. The use of AI does not diminish the value or originality of my work, and I maintain full copyright ownership over all images I create.

By working with me, you acknowledge and accept the use of AI tools in my photography process. I commit to using AI responsibly and ethically, ensuring that my work continues to meet the high standards my clients expect.

2. Exclusive Rights for AI Alterations

As the photographer, I reserve the exclusive right to alter, modify, or enhance the images using AI tools. This includes, but is not limited to, changes to the appearance of subjects, color correction, image processing, and other creative modifications. Any unauthorized use or alteration of the images using AI tools by third parties is strictly prohibited.

By working with me, you acknowledge and agree that I am the sole individual with the right to modify or enhance the images using AI. Any other use or alteration of the images without my express consent may result in legal action.