podigee

Terms and Conditions of Use of Podigee GmbH, Schlesische Str. 20, 10997 Berlin ("Podigee") for the use of content in the "Media and Press" section of <u>www.podigee.com</u>.

In the "Media and Press" section Podigee provides public access to various images, texts, logos and other multimedia content (the "Podigee Media"). Podigee allows the use of Podigee Media according to the following conditions:

1. The Press Organs and business partners of Podigee (i.e. natural and legal persons who are in an ongoing contractual relationship with Podigee) are authorised to use it.

2. Podigee grants its users simple, non-commercial, worldwide rights to use the Podigee Media, which can be rescinded at any time.

3. The rights of use are limited to publication in the context of press releases and for the purpose of reference in an existing business relationship with Podigee. The rights of use include the use in all transmission channels, including online and print.

4. The following specific conditions apply for the use of Podigee logos:

- a) The logo may only be used completely with graphics and text. Embedding in a way that one of the two elements of the logo is not or only partially recognizable (e.g. due to weak contrast ratio or mixing with the background) is not allowed. Exception: Resizing is allowed and a size change may be necessary for technical reasons. Adjustment for printing.
- b) The logo may only be displayed on a white background with an empty shelter of at least one third of the height of the round graphic element:



c) For cases previously authorised in writing by Podigee, the round logo graphic may also be used without lettering - either in the regular or in the XS version, depending on the displayed size (these graphics can be requested separately via <u>press@podigee.com</u>).



XS variation for small logo (e.g favicons)

5. The user is required to name Podigee as the author of the Podigee Media in an easily recognizable manner and to provide a backlink to <u>www.podigee.com</u> (e.g. © <u>www.podigee.com</u>). When only the logo is used as a stand-alone graphic, no additional text reference is required - but in this case the graphic must be linked accordingly.

6. If the user is unsure in individual cases whether a use is permissible or not, the user is obligated in case of doubt to request an explicit consent under <u>press@podigee.com</u>.

7. Podigee reserves the right to revoke the right of use at any time without explanation. The revocation can be declared informally and without observing a revocation period.

8. The Podigee Media is not allowed to be given to third parties for use and may not be edited, changed and/or distorted.

9. The user is obligated to inform Podigee about Podigee Media publications as following:

- a) Online: Sending the web link to press@podigee.com
- b) Offline (Print): Sending a sample copy

10. The user guarantees that

- a) the use of the Podigee media, applicable law, third party rights, the reputation of Podigee as well as these terms of use are not affected and/or get hurt;
- b) The Podigee media will not be used and/or published in youth-endangering, racist, religious and political contexts.

In case of a breach of the above-mentioned guarantees, the user shall indemnify Podigee upon first request from all claims of third parties including reasonable costs of legal defence.

11. Severability clause

In case individual conditions of these Terms and Conditions of Use are invalid, the validity of the other conditions is not affected. The invalid condition will be replaced by the contractual parties by mutual agreement by a legally valid condition which comes as close as possible to the economic sense and purpose of the invalid condition. The above regulation shall apply accordingly in the event of regulatory gaps or omissions.

12. Others

This agreement is valid under the law of the Federal Republic of Germany. Place of Jurisdiction is Berlin, Germany.

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