

# Terms and Conditions of Use for Diehl Aviation Media Center

By downloading photos, videos, data, graphics or other kinds of images (hereinafter jointly referred to as "Images") from the Diehl Aviation Media Center, you (hereinafter referred to as "the User") accept the following Terms and Conditions of Use:

# 1. Copyright

All rights to the Images provided in the Diehl Aviation Media Center remain exclusively with Diehl Aerospace GmbH (hereinafter referred to as "Diehl Aviation"). The User acknowledges that Diehl Aviation retains all rights, title, and interest in and to the Images, including all copyrights. Any use of the Images in accordance with these Terms and conditions of use shall include the following attribution: "©Diehl Aviation – All rights reserved."

## 2. Right of use

Diehl Aviation grants the User a non-exclusive, time-limited, revocable, right of use to the Images free of charge exclusively for editorial use by journalists and editors. The User shall use the Images solely for news reporting and editorial purposes. Any other use is strictly prohibited.

## 3.No Amendments or Modifications

The User shall not to amend, modify, or alter the Images in any way. The Images shall not be used for artificial intelligence (AI) purposes or any other automated processes.

## 4. No Commercial Use

The User shall not use the Images for any commercial purposes without the prior written consent of Diehl Aviation. The Images shall not be used in advertisements, marketing materials, or any other commercial endeavors of the User.

## 5. Right to Deny Use

Diehl Aviation reserves the right to deny the use of the Images at its sole discretion. If Diehl Aviation determines that the use of the Images is inappropriate or in violation of these Terms and conditions of use, Diehl Aviation may revoke the User's right to use the Images. If Diehl Aviation revokes the User's right to use the

Images, Diehl Aviation is entitled to request deletion of the Images and all materials resulting of the use of the Images.

# 6. Liability

DIEHL AVIATION PROVIDES THE IMAGES "AS IS" AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE IMAGES. DIEHL AVIATION SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, LOSS OF PROFIT, LOST DATA, CONSEQUENTIAL DAMAGE AND DAMAGE RESULTING FROM THIRD-PARTY CLAIMS RESULTING FROM THE USE OF THE IMAGES, UNLESS CAUSED BY WILLFUL CONDUCT OR GROSS NEGLIGENCE.

#### 7.Indemnification

The User acknowledges, that the use of the Images in violation of these Terms and Conditions of Use infringes on the rights of Diehl Aviation and may also infringe on third-party rights. The User shall be liable for all damage resulting from such unlawful use. The User shall indemnify and hold Diehl Aviation harmless from any third-party claim, resulting from the unlawful use of the Images by the User. Diehl Aviation reserves all rights to claim for damage compensation in connection with the unlawful use of the Images by the User.

# 8. Changes to the Terms and Conditions

Diehl Aviation reserves the right to change these Terms and Conditions of Use anytime by publishing such changes to the website.

### 9. Jurisdiction

These terms and conditions of Use shall be governed by and construed in accordance with the laws of Germany, excluding its conflict of law provisions. Any disputes arising from the use of the Images shall be subject to the exclusive jurisdiction of the courts in Stuttgart, Germany.

## 10. Severability

If any provision of these Terms and Conditions of Use is or becomes invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

VALUE TO THE SKY

As of March 2025 | Seite 2/2