

## Agreement governing the use of video footage

### 1. Subject matter

ETH Zurich shall provide the video footage to the media user for use in its own video productions according to the following terms.

### 2. Price

The use is free of charge.

### 3. Duty of care of ETH Zurich

In principle, ETH Zurich shall ensure that the materials provided are free from third-party rights (copyright exploitation rights etc.).

### 4. Use of the materials by media users

The media user may use the materials provided for editorial purposes, provided that the reference to ETH Zurich is clearly evident. The media user may only use the materials provided as part of an original media product (video, text on the Internet, etc.); the sole or promotional use of the video footage is not permitted. Furthermore, only the **one-time, primary and non-exclusive use** is permitted: without the express written consent of ETH, any further use, in particular third-party use, is excluded, i.e. the media products created from/with the ETH material may not be used in other media products.

### 5. Copyrights and source credit

All materials provided by ETH Zurich under this agreement are protected by copyright. **Apart from the right of use**, no rights are transferred to the media user with this agreement or its fulfilment.

Any use of ETH Zurich materials must be indicated by means of a source credit at the point of use, in credits or otherwise, indicating "ETH Zurich" as the author.

### 6. Legality of the use

The media user is responsible and warrants that it shall only use the provided materials lawfully and that its use of the media products do not violate the rights of third parties (e.g. copyrights, personal rights).

### 7. Liability

ETH Zurich assumes no liability whatsoever with regard to the accuracy, correctness, topicality, reliability and completeness of this use or its contents. Despite the care taken by ETH Zurich pursuant to Section 3, **the media user shall use the provided media products at its own risk.**

Liability claims against ETH Zurich or its employees for damages, in particular consequential damages, which have arisen in connection with the use or non-use of the materials offered, misconduct on the part of third parties or technical faults, are excluded.

In particular, any liability for damages due to ordinary negligence is excluded. ETH Zurich assumes no liability for any unlawful use by the media user.

## **8. Amendments, written form**

Amendments or supplements to this agreement must be in writing. They shall enter into force upon publication of a new user agreement.

## **9. Miscellaneous**

This agreement shall be subject to Swiss law. The legal venue shall be Zurich.