

Terms of Use for “My Art Registry”

Status: 27.02.2023



Hahnemühle

1 Subject matter of the contract and scope of the Terms of Use

My Art Registry is an offer of Hahnemühle Fine Art GmbH, Hahnestr. 5, 37586 Dassel, Germany. It is hereinafter referred to as MAR.

1.1 Subject matter of MAR and scope of the Terms of Use

Hahnemühle Fine Art GmbH (hereinafter referred to as “Hahnemühle”) offers artists / photographers under the offer MAR the possibility to register, archive and manage online their artworks/photographs provided with the Hahnemühle certificate of authenticity. Artists / photographers can use the certificate of authenticity to guarantee the authenticity of their unique works, limited editions or reproductions, to sustainably increase their value and to effectively contain the danger of forgeries. Art lovers and collectors can find all artworks in the public area of MAR. They can search for artists / photographers, the title of a work of art or a certificate number as well as a contact form to contact the artist/photographer directly by e-mail. It is not possible to sell artworks via MAR. Sales negotiations and the conclusion of sales contracts take place between the artist / photographer and the art enthusiast / collector directly. Hahnemühle does not participate in the negotiation and conclusion of such transactions. Registration of and use of MAR by artists / photographers is free of charge.

These Terms of Use regulate the use of MAR by artists / photographers. They apply exclusively to all registration, archiving and administrative acts performed by artists / photographers in the version valid at the time of such acts. Hahnemühle reserves the right to amend the Terms of Use at any time, provided that this is reasonable for the artist / photographer, taking into account the interests of Hahnemühle. Hahnemühle will contact the artists / photographers already registered for MAR by e-mail in this case. By registering with MAR and ticking the checkbox “Terms of Use”, the artist / photographer accepts these Terms of Use. Deviating individual agreements on the use of MAR require confirmation by Hahnemühle in text form to become effective. Deviation on the terms of use of MAR is prohibited and requires written request and confirmation from Hahnemühle in exceptional circumstances to be effective.

1.2 Inclusion notice

In the interest of better readability, the text of these Terms of Use does not use gender-related formulations. Insofar as the text only uses the masculine form, this also always refers to female or intersex, transsexual or non-binary artists / photographers.

1.3 Availability of the Terms of Use

The Terms of Use can be viewed at any time under the link <https://www.hahnemuehle.com/de/digital-fine-art/my-art-registry/how-to.html> and can be downloaded as a PDF under this link.

2 Use of MAR by artists / photographers

2.1 Registration

In order to use MAR, the artist / photographer must register. For this purpose, he must fill in the fields marked as mandatory in the registration mask/form. (link to form) The artist / photographer assures that the information provided is accurate and true and that he can be contacted by Hahnemühle using the contact details provided. The artist / photographer must keep contact details up to date. The details entered during registration can be changed or updated at any time in the personal area. If the artist / photographer has not yet reached the age of 18, he requires the permission of their parents or legal guardians to register with MAR and to publish images via MAR. Parents or legal guardians who have agreed to these Terms of Use and allow the underage Artist/Photographer to use the services of MAR are - to the extent permitted by applicable law - responsible for the actions of the minor underage Artist/Photographer at MAR platform.

2.2 Electronic communication

The Artist / Photographer agrees that Hahnemühle may communicate with him electronically and that all notifications, consents and other correspondence may be made electronically, unless mandatory statutory provisions require the written form.

2.3 Technical requirements for the use of MAR

Hahnemühle provides a portfolio area on the website <https://www.hahnemuehle.com/de/digital-fine-art/my-art-registry.html>, in which the artist / photographer can upload digital images. The image files are uploaded via a content management system (CMS) to which the Artist / Photographer is granted access via a self-selected password. This password can be changed by the artist / photographer at any time, for security reasons or if the artist / photographer has forgotten it. The change is made via the “Forgotten password” function. In order to be able to upload the images to the Hahnemühle server, the artist / photographer must have internet access and a computer equipped with an up-to-date browser.

2.4 Content requirement for the use of MAR

Each artist/photographer may place an unlimited number of images in his portfolio area. Only image files in jpg/jpeg format are accepted. The file size is limited to a maximum of 3 MB per image. In addition, the maximum dimensions of 2000 x 2000 pixels must be adhered to.

Each image should be labelled by the artist / photographer with the following information when uploaded to the Hahnemühle server:

- Artist - Artist name
- Image title - image name
- Certificate - certificate number
- Media type - Digital Fine Art paper or material used
- Printer - Fine Art printer used
- Ink type
- Description

Multiple unique certificate numbers can be assigned to the image at a later stage. The assignment of multiple certificate numbers to one and the same artwork is done for editions of the same artwork with a certain, limited number of reproductions (copyright correct designation). In this process, a unique certificate is assigned to each reproduction and its number is added to the representation image in MAR.

The display of uploaded images on MAR includes the artist's / photographer's copyright as a transparent overlay.

2.5 Order of publication

All registered artworks will be published on the Hahnemühle website <https://www.hahnemuehle.com/de/digital-fine-art/my-art-registry.html>. Most recently uploaded images will be displayed first.

3 Availability of and changes to MAR

3.1 Availability of MAR

Neither Hahnemühle nor the providers commissioned by Hahnemühle can guarantee that MAR and the upload options for artists / photographers will be available without interruption and always free of errors. In particular, Hahnemühle cannot be held liable for impairments or limitations whose causes are beyond Hahnemühle's control (e.g. actions of third parties not acting on behalf of Hahnemühle; technical conditions of the internet beyond Hahnemühle's control; defects in the artists' / photographers' hardware or software; force majeure). Hahnemühle shall be entitled to temporarily suspend or restrict MAR, provided this is necessary to carry out maintenance work or for other technical reasons, taking into account the interests of the artists / photographers.

3.2 Design of MAR

Hahnemühle shall be free to choose the infrastructure and design of MAR. Hahnemühle may change the provider, the hardware or software used and the structure and design of the website at any time. This applies in particular to the website design, structural changes and redesigns in the portfolio area of MAR.

4 Duties and Responsibilities of the Artist / Photographer

4.1 Technical obligations

The artist / photographer shall be obliged to set up his hardware and software as well as his internet access in such a way that neither the function and security of the Hahnemühle server nor the availability of the Hahnemühle website or the CMS service are impaired. Hahnemühle shall be entitled to block access to the Hahnemühle server for the Artist / Photographer who fails to comply with this obligation until the cause of the disruption has been eliminated.

4.2 Access / Password

Each artist / photographer shall choose his own access password, which he may change at any time. The password must be kept secret and may not be passed on to third parties. If the artist / photographer becomes aware of any misuse of his login data, he must inform Hahnemühle immediately via myartregistry@hahnemuehle.com, stating his user name. In this case, the artist / photographer shall immediately change his login data. The artist / photographer shall be liable for all damages incurred by Hahnemühle or persons and companies acting on their behalf as a result of third parties gaining access to the Hahnemühle server using their password. This liability shall only cease if the artist/photographer proves that neither he nor his vicarious agents are responsible for the disclosure of the password.

4.3 Making backup copies

The artist / photographer shall be obliged to make a backup copy of all data which he transfers to the Hahnemühle server. In the event of a loss of data, the artist / photographer may reload the data onto the Hahnemühle server.

4.4 Assurance of existing rights to published images

By transferring image data to the Hahnemühle server, each artist / photographer assures Hahnemühle that he is the sole author of the images concerned, that he may freely dispose of the images and the existing rights of use there to and that the images are free of third party rights. The artist/photographer warrants that persons depicted or the owners of the rights to depicted works of visual or applied art as well as the authors of works from which the images transmitted to Hahnemühle were created by editing or redesigning, have given their verifiable consent to the reproduction, distribution and making available to the public of the images. The artist / photographer is also responsible for ensuring that the publication of the images on MAR does not violate any competition law, trademark law or other regulations of industrial property rights. Furthermore, he is obliged not to place any pictures in the portfolio area whose publication violates criminal law or other legal prohibitions.

4.5 No publication of offensive images

The artist / photographer may not publish images with pornographic content, depictions of violence, depictions that violate youth protection laws or otherwise objectionable images on MAR.

4.6 Liability and right to exemption

The artist / photographer shall be liable to Hahnemühle for all damages incurred by Hahnemühle or persons and companies acting on behalf of Hahnemühle due to the fact that the consent of third parties required in accordance with section 4.4 has not been granted. In addition, the artist / photographer shall be liable for all damages incurred by Hahnemühle and/or third parties resulting from a breach of his obligations under sections 4.1 to 4.5 of the terms and conditions of use. The artist / photographer shall indemnify Hahnemühle and the persons and companies from all claims asserted against Hahnemühle by third parties on account of this breach of duty.

5 Rights and liability of Hahnemühle

5.1 Deactivation of images

Hahnemühle shall be entitled to deactivate and render passive those images in MAR whose upload or reproduction on the internet violates the provisions of sections 2.3, 2.4, 4.4 or 4.5 of the Terms of Use or otherwise conflicts with the purpose of MAR as a registration platform for certified artworks and limited editions.

5.2 Alleged infringements by third parties

If a third party claims that the publication of an image on MAR infringes its rights, Hahnemühle shall inform the artist / photographer without delay. The artist / photographer shall in turn be obliged to provide Hahnemühle without delay with all information and documents enabling Hahnemühle to defend itself against the claims asserted by the third party. If such a defence is not possible because the claims prove to be justified or the artist / photographer does not provide the information and documents required for a promising legal defence or does not provide them in time, Hahnemühle shall be entitled to remove the image complained of even without the artist's / photographer's consent. The same shall apply in the event that, despite the information and documents provided by the artist / photographer, there is reasonable doubt as to the legality of the disputed use of the image. Hahnemühle may maintain the removal of an image until binding clarification of the legal situation.

5.3 Liability of Hahnemühle

Hahnemühle shall only be liable to the artist / photographer for damage caused by Hahnemühle itself or its vicarious agents intentionally or through gross negligence. Any liability of Hahnemühle for slight negligence shall be excluded. Excluded from this limitation of liability are damages resulting from injury to life, body or health and strict liability.

6 Termination of the use of MAR

Each registered artist / photographer may terminate his registration including the publication of his portfolio at any time without giving reasons and without notice. To do so, he must click on the button “Delete My Art Registry account” in his personal user area and confirm again. His user account and his images published on MAR will then be deleted and can no longer be accessed via MAR. Hahnemühle may suspend the offer of MAR to an artist / photographer if there is sufficient reason to believe that he is not acting in accordance with the Terms of Use. In this case, Hahnemühle may suspend the use of the account operated by the artist / photographer and block the account.

7 Data protection

Hahnemühle's data protection regulations apply, which can be viewed under the link <https://www.hahnemuehle.com/de/datenschutz.html>.

8 Final clauses

8.1 Severability clause

The invalidity or ineffectiveness of individual provisions of these Terms of Use shall not affect the validity of the remaining provisions.

8.2 Application of German law

The law of the Federal Republic of Germany shall apply.

8.3 Place of Jurisdiction

The place of jurisdiction is, as far as legally permissible, the registered office of Hahnemühle in Germany. In the event that an artist / photographer has no general place of jurisdiction in the Federal Republic of Germany or moves his domicile or usual place of residence abroad after conclusion of the agreement of use, the place of jurisdiction shall be the registered office of Hahnemühle.