



General Terms and Conditions / Copyrights / FAQ

General Terms and Conditions / AGB

- Amounts under CHF 300 only against cash payment
- Orders over CHF 300 are regulated by a written contract / work contract
- All photos will be treated confidentially and will not be published anywhere unless this has been agreed with the persons depicted.
- The copyrights on the photos remain with the photographer unless otherwise contractually agreed.
- The purchase of the data in full resolution is possible by arrangement. (buy-out)
- Furthermore, the rates and conditions of the Swiss Association of Journalists and Photographers IMPRESSUM apply. The corresponding, additional GTCs are listed in the appendix to this document.

Copyright regulation

The copyrights on the digital data belong to the photographer. These can be purchased from me at a flat rate. The so-called “buy-out” of the images includes the assignment of the copyrights for the free use of the images. Either way, the image rights remain with the author/photographer. The buy-out only covers the direct use of the images in connection with the client's publications in all media. Passing on to third parties and commercial use by third parties is expressly excluded.

FAQ

Who owns the original digital data of photographic images?

An order for the creation of passport photos, portraits, factual photographs, reportages of e.g. weddings and other events generally corresponds to a contract for work within the meaning of Art. 363 CO, which can be concluded informally, i.e. also verbally. In this case, the object of the contract for work is the delivery of the pictures. The publication of the original data, which only fulfills an auxiliary function in the intermediate stage, would have to be specifically agreed when the order is placed. Swiss copyright law protects all photographs and images produced in a similar way to photographs that depict physically existing three-dimensional objects and were made by people. Protection exists regardless of whether the photographs have an individual character or not. Both photographs by professional photographers

and photographs by amateurs are protected, for example press and product images as well as everyday family and vacation photos.

Can the customer buy the original data from the photographer?

If the customer also wants the digital data and/or all rights of use to the photographic work, they must expressly request this. The photographer is entitled, but not obliged, to sell the data to the customer and to demand appropriate compensation for the rights of use.

Does the photographer have to keep the digital data of the photographs?

The photographer is not automatically obliged to use a recording system that produces raw data in a specific form for the purposes of copyright for photographic recordings, nor is he obliged to store raw data. As a rule, however, I archive the finished data for at least one year.

Does the customer have a right to their own image?

The image of people is part of their privacy, which is protected by personal rights. The customer can protect himself against unauthorized use. If necessary, he is entitled to compensation and satisfaction in the event of infringement.

Does the photographer have a right to use archived photo data?

Thanks to the customer's right to their own image as part of their personal rights, the photographer may not use any images for their own purposes (exhibitions, shop windows, advertising, publications of any kind such as Facebook, Instagram, etc.) without the express consent of the person depicted.

Can other agreements be made?

All these conditions can be changed by mutual agreement. This should always be done before the order is placed and agreed in writing.

Langenthal, February 15, 2025 / maj