

SIC

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Amtsgericht Köln
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vertreten durch
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TERMS OF SERVICE

A. OPERATING PRINCIPLES

Following you will find a brief description of our workflow and operating principles to simplify the communication between you and us.

1. Project manager

For project management we need, from the start of the project as defined in the offer, a contact person who is authorized to make decisions and is available as a project manager for the central exchange of information until the completion of the agreed-upon images. The availability of the contact person is an essential basis for the contractually compliant processing of the order. An availability in this sense is guaranteed when the project manager can react to requests by email or phone within 90 minutes during the general office hours of 9 am to 7 pm (CET).

2. Submitting data

In the beginning of the process we determine a time frame. At least 10 days before the agreed deadline we need the necessary data. You can expect the following handling time:

- 1 image about 5 business days
- 2+3 images about 8 business days
- 4+6 images about 12 business days
- 7+ images need a special agreement

The amount of work for animations and VR depends highly on your needs and visions.

2.1. In case you need a 3D model creating it takes approximately a week depending on the level of detail. Basis for this can be:

- site plan
- floor plan, cross sections, elevation
- sketches of details

2.2 If you provide the 3D model adding detail might be necessary. We discuss the additional expense beforehand. We accept 3D data as follows:

- Formats: fbx, obj, stl, 3ds or 3dm
- Geometry might need a reduced polygon count
- Materials assigned to the component/geometry

3. Project phases

Following the phases of our work are shown. The images resulting each phase are a completed service and further only revisable with increased expenses.

3.1. Determining the camera and lighting

After we edited the 3D model in a simple way you receive early images. Here we determine the camera position and lighting elaborating the vision of your subject in its imagery. The geometry and camera position are determined mandatory.

3.2. Refining the model and texturing

After you consent to continue all objects get textures and physical properties. Detailed geometries are added to the scene. The lighting atmosphere and light source/angle are determined mandatory.

3.3. Staffage and post processing

Materials are refined. Additional furniture, decoration, vegetation, additional artificial light and more is added. The image settings (color, saturation, hue, contrast, exposure, etc.) are calibrated. The staffage and atmosphere are determined mandatory.

3.4. Nail it down

Small adjustments can be done. With your approval the final images are rendered. The usual resolution is 2k or 4k higher resolutions are harder to process. Keep in mind the final render can take several ours for one image. We only hand out the final image, video or VR formats.

B. LEGAL BASIS

At your request, we will send you a binding offer for a visualization of your project. This offer determines the timetable and the goal of the visualization of your project in addition to the rates for the requested images. Within the specified offer period, you may place an order with us to carry out a visualization by express declaration or by sending the basic data under the conditions defined in the offer. By placing an order, we owe you the production of the images listed in the offer. Aside from your planning specifications for the project, the creative-artistic production of the images is done exclusively at our discretion.

1. Received basic data / transfer of rights

1.1. By providing the basic data you are transferring to us, to the extent that it has been incorporated into the images that we have created, a simple, with respect to time and location, unlimited right of use. This includes the right to process, edit, reproduce, distribute, transmit and make available to the public our images with your basic data, all for advertising purposes, including the transfer of the material to third parties. If the purpose of the visualization is to take part in an architectural competition, we may exercise these rights only after the official announcement of the winner of the contest.

1.2. In connection with the transfer of rights specified in Paragraph 1.1, we are in particular allowed to commercially evaluate the final images for advertising purposes, insofar as the realization of the purpose of the visualization as set out in the order is not jeopardized.

1.3. You guarantee to us: that you possess all of the necessary copyright and usage rights of the basic data that you provide to us when transferring such rights to us pursuant to Paragraphs 1.1 and 1.2; that these are free from the rights of third parties; and that you may freely dispose of the rights of use, including the legal possibility to grant the corresponding rights of use and processing rights.

1.4. If the rights of third parties are violated by us through the contractually compliant processing and use of the basic data that you provided, you alone are liable for this and shall hold us harmless from all claims made by third parties for such violations of the rights of third parties.

2. Deadline/submission

In case the deadline/submission changes during the process you are obliged to inform us as soon as possible. Additional costs might accrue.

3. Transfer of the rights of use of the finished images

3.1. With the agreed-upon creation of the visualization, we acquire the copyrights and intellectual property rights to these, which also remain ours. With your acceptance of the images as being contractually compliant, we transfer to you a simple right of use, which extends to the final visualizations, but not to drafts or intermediate results. This simple right of use is limited, in terms of time, space and content, to the purpose of the visualization as specified in the order and includes in particular the right to reproduce, distribute, transmit and make public the visualization to the extent that this is done in connection with the purpose of the visualization.

3.2. Any use going beyond those specified in 3.1 requires an additional written agreement and is charged separately. In particular, the processing and dissemination of visualizations to third parties (e.g. in newspapers) are only possible with our express written consent.

3.3. We have a right to information concerning your use of the visualization.

4. Copyright notice

If you publish our work we ask you to mention the name sic.vision as part of the project members or sign the content with: visualization: sic.vision

5. Violation of the duty to cooperate

5.1. If the required basic data is not provided or not provided in timely fashion or if interim acceptances are not made or are rejected without reason, or if the duty to cooperate or other obligations are violated, we may withdraw from the contract by express declaration in writing.

5.2. In this case, compensation corresponding to the respective project phase is calculated as follows:

- withdrawal before and in 3.1 : 50% of the contract volume
- withdrawal in 3.2: 70% of the contract volume
- withdrawal in 3.3: 80% of the contract volume
- withdrawal in 3.4: 90% of the contract volume

6. Termination

6.1. Up until the transfer of the images, you may terminate the contract at any time – also during the project processing – without giving reason by providing written notice.

6.2. If you exercise your right to terminate, we will calculate our compensation in accordance with § 649 of the German Civil Code pursuant to Paragraph 5.2. If you exercise your right to terminate three weeks before the start of the project, loss compensation is applicable without substitution.

7. Warranty

Warranty claims and other claims for damages arising out of the contractual relationship elapse after one year.