

t&c

1. Scope

1.1. audiocrowd GmbH, represented by its managing director Mr. Alexander Gieche, Alexander-Klein-Str. 1, 14469 Potsdam (hereafter 'audiocrowd'), operates a platform (hereafter 'audiocrowd.net' or 'Platform') at the Internet addresses <https://de.audiocrowd.net> und <https://en.audiocrowd.net> for the licensing of music works. Via this technology-enabled Platform audiocrowd enables composers who have registered on the Platform (hereafter 'Copyright Holders') to offer their musical works online and also enables the mediation of licence agreements with end users (hereafter 'Customers').

1.2. Agreements for the transfer of usage rights for the music works are concluded solely between the Copyright Holder and the Customer.

1.3 Customers in the sense intended by these general terms and conditions (hereafter 'GTC') can be either consumers in the sense intended by §13 of the German Civil Code, or entrepreneurs in the sense intended by §14 BGB.

1.4 By ticking the box that reads 'I accept the General Terms and Conditions' and sending the completed registration form, the Customer accepts these GTC as part of the registration process.

1.5 Unless otherwise agreed in writing, only these GTC shall apply, including in cases of Customers' terms and conditions that differ from these GTC. The version of these GTC that was valid at the time the contract was formed shall apply.

2. Conditions of use/registration

2.1. In order to use audiocrowd's services, the Customer needs suitable Internet-enabled equipment and access to the Internet. In order to play back and copy the music works, the customer needs a current version of an Internet browser with activated JavaScript and appropriate audio playback equipment such as headphones or speakers.

2.2. The Customer must also register on audiocrowd.net. Registration is free of charge. All compulsory fields (last name, first name, address, email address and password) must be completed as part of the registration process. The Customer undertakes to provide

complete and accurate information about himself. The Customer undertakes to keep the details he provides permanently up to date.

2.3. A password is required for registration. This is used for the purposes of digital identification and must not be disclosed to any third party. The Customer has sole responsibility for keeping his password confidential. The sharing of passwords is forbidden. The Customer is liable for all activity connected to the use of the password.

2.4. Following registration, a confirmation email will be sent to the email address provided by the Customer. With confirmation of registration, the Customer is allocated an account with audiocrowd that is not subject to limitation of time. Thereafter, the Customer is entitled to use audiocrowd's services within the terms of these GTC. The Customer can terminate his account at any time with future effect. This will result in the account being deleted. If an account is terminated, any licensing arrangements entered into prior to the termination will continue to apply under the terms agreed.

2.5 There is no right to register. audiocrowd reserves the right to decline applications for registration.

3. **Subject of the contract and formation of the contract**

3.1. Using the audiocrowd.net Platform, Customers can acquire usage licences for the offered music works.

3.2. The extent of the transfer of usage rights is determined by Art. 5 and the description of service contained in the licence model provided, which the Customer can consult during the order process or at any other time at <https://en.audiocrowd.net>.

3.3 Having registered successfully as per Art. 2, the Customer can order individual music licences as per Art. 3.4. In so doing, he makes a binding offer to the Copyright Holder. audiocrowd accepts the offer for and on behalf of the Copyright Holder by sending a written confirmation to the email address provided by the Customer as part of the registration process.

3.4. To order music works, the Customer selects one or more music titles and places them in his basket. By clicking on the 'Proceed to checkout' button on the shopping trolley, the Customer can see the contents of his basket, where he can select a licence type for each music title selected. Clicking on the 'Proceed' button takes the Customer to an input field where he can describe the project for which he is acquiring the usage licence. Here the

Customer can designate another person as the beneficiary of the licence. After clicking on the 'Proceed' button, the Customer is shown his billing address and licensee details along with the invoice amount and has the opportunity to edit this information. Clicking on the 'Proceed to payment' button takes the Customer to a summary of all the contract details (music title, licence scope, licence beneficiary, invoice amount, the billing address given at the time of registration) and here too is given the opportunity to edit the information. By clicking on the 'Pay with card' button, the Customer finalises his order and proceeds to pay via audiocrowd's payment processing partner.

3.5. The contract between the Copyright Holder and the Customer for the usage rights to the music title in question comes into effect once the Customer has received confirmation of order. The transfer of the usage rights that are the subject of this contract does not take place until the customer has paid the relevant licence fee.

3.6. Besides licences for individual music works, audiocrowd offers various flat-rate models. These offer the Customer the option to use all the music works (that are enabled for flatrates) offered on audiocrowd.net for a monthly or yearly fixed price, subject to the usage rights contained in the flat-rate model. To purchase flat-rate usage, the Customer must first register as per Art. 2. He can then select a flat-rate model, whereupon he will be shown a summary of all the contract details (the flat-rate model, licence scope, monthly invoice amount and the billing address provided at the time of registration). Here the Customer can edit the billing address. By clicking on the 'Start subscription' button, the Customer finalises his order and proceeds to pay via audiocrowd's payment processing partner. Thereafter, the Customer's payment medium will be debited monthly or yearly with the relevant flat-rate fee.

After purchasing a flat rate, the Customer gains access to all the music works on audiocrowd (that are enabled for the flatrate by the composers). He then places the titles he wants in his shopping basket and completes the following procedure. Clicking the 'Proceed to checkout' button on the shopping trolley takes the customer to his shopping basket, where the music works he has selected are listed. Clicking on the 'Proceed' button takes the Customer to an input field where he enters a description of the project for which the usage licence is to be acquired. Here the Customer can designate another person as the licence beneficiary. Clicking the 'Proceed' button takes the Customer to a summary of the contract details (music title, licence scope, licence beneficiary, invoice amount = 0.00 euros), where he again has the opportunity to edit the information. By clicking on the 'Confirm your order' button the customer finalises his order and the purchased titles are then immediately available for download. The flat rate payments can be terminated by

either party at the end of any month. The Customer can terminate the flat rate by writing to audiocrowd or by using his account's 'My flat rates' function.

3.7 The purchased music title will be available to the Customer for download to his audiocrowd.net account for a period of one year from the date of purchase. If the Customer closes his account or the account is terminated, the Customer cannot re-download the music title. audiocrowd therefore recommends the Customer to make copies of the downloaded works.

3.8. After the formation of the contract, audiocrowd provides licence approval for the Customer as well as a digital invoice. Both the licence approval and the invoice are stored by audiocrowd and can be downloaded by the Customer to his account at any time.

4. **Extent of usage rights and licence conditions**

4.1. The music works offered on audiocrowd.net are protected by copyright law. In purchasing a licence as per Art. 3, the Customer does not become the legal owner of the music work in question but rather acquires a licence to use the music work in accordance with the following licence conditions.

4.2. The Customer accepts that all rights to the music works made available on audiocrowd.net, including copyright, licensing and other rights or comparable legal provisions governing the relationship with the Customer, are due exclusively to the Copyright Holder and may not be exercised without prior written permission issued by audiocrowd for and on behalf of the Copyright Holder. Any usage of the music work beyond that explicitly due to the Customer under the terms of the licence is not permitted.

4.3 All the music works offered on audiocrowd.net are exempt from claims or rights exercised by collecting societies within or outside of Germany (e.g. GEMA [Germany's Society for Musical Performance Rights and Mechanical Reproduction Rights], ASCAP, SUIA [Swiss Society for Music Publishers and Copyright Holders] and GVL [Germany's Collecting Society for Performance Rights]).

4.4 By paying the licence fees in full the Customer acquires a simple, non-exclusive and non-transferable usage right for the private or commercial use of a music work in the context of a 'project' to be specified in more detail by the Customer. In the absence of any agreements to the contrary, the right to use the music work in the context of the specified project is not subject to limitation of time or place. The Customer is not permitted to issue a sublicense to any third party for the use of the music work. Nor is he permitted to

transfer the usage rights acquired under these licensing conditions to any third party. Usage rights are assigned solely to the person named as 'licensee' during the order process. The licence is not transferrable to any third party. The Customer has the opportunity when ordering to designate someone other than himself as licensee.

4.5 Additional scope of the transfer of usage rights is determined by the description of service for the licence model, which is available for inspection as part of the order process or at any other time at <https://de.audiocrowd.net>.

4.6. The assignment of usage rights also includes the right to technically adapt, store, compress and/or decompress the music works into the format required by the technical requirements of the project. It is also permitted to abridge the music works (looping, fade-ins and fade-outs), subject to the Persönlichkeitsrechte ('personality rights') of the artist or Copyright Holder under German law.

4.7. Any other adaptation or transformation of the musical works, especially the reworking, modification or alteration of content or the re-recording of the works, is not permitted.

4.8. The music works are not permitted to be used, distributed or otherwise made available or resold as part of any music archive or database. The use of the music works for webpage templates is also not permitted.

4.9. The duplication of music works or parts thereof for the purposes of resale or relicensing, whether in their existing or an altered form (e.g. reworked, re-recorded, etc.), is forbidden. It is also forbidden to make the music works available to third parties on file-sharing sites or other electronic networks via download or other means.

4.10. Any other usage that constitutes an infringement of the laws of the Federal Republic of Germany or the European Union or a breach of public order or common decency is not permitted. This especially applies to any usage that is racist, pornographic or anti-constitutional or that constitutes an incitement to violence.

4.11. In case of breach of the above licence conditions, the Copyright Holder reserves the right to commence civil and/or criminal proceedings. audiocrowd reserves the right to close accounts without notice.

5. **Duration of contract and right of cancellation**

Unless otherwise agreed, and unless subject to a time limit, the customer's licence is valid

indefinitely. The following right of cancellation applies to consumers within the EU:

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the conclusion of the contract.

To exercise your right of cancellation, you must inform us ((audiocrowd GmbH, Alexander-Klein-Str. 1, 14469 Potsdam, Email: info@audiocrowd.net, Tel +49 (0)331-95149322, Fax +49 (0)331-95149323) of your decision to withdraw from this contract through means of an unambiguous declaration (e.g. a letter mailed by post, a fax or an email). You can use the attached sample cancellation form for this purpose, but this is not compulsory.

To meet the cancellation deadline, it is sufficient for you, to send your communication concerning your exercise of your right to cancellation before the cancellation period has expired.

Effects of cancellation If you cancel this contract, we are under obligation to reimburse all the payments that we have received from you, including shipment costs (with the exception of the additional costs arising from your choosing a type of shipment other than the most favorable standard shipment offered by us) without undue delay and at the latest within fourteen days from the date on which we receive notification of your cancellation of this contract. For this reimbursement, we will use the same payment method that you used for the initial transaction, unless we explicitly agree otherwise with you; you will in no event be charged fees for this reimbursement.

End of cancellation policy

[Model cancellation form](#)

6. Payment conditions

6.1. Licence fees quoted on audiocrowd.net at the time of ordering and as part of the order process shall apply.

6.2. The licence fees stated are inclusive of German statutory sales tax. Customers outside

the European Union and in EU member states outside of Germany are exempt from German statutory sales tax on presentation of a valid taxpayer identification number.

6.3. Supply of service is subject to pre-payment. audiocrowd accepts payment on behalf of the Copyright Holder. Payment can be made via the methods specified on the order page, particularly via credit or debit card. Payment is collected by the payment service provider appointed for that purpose. Any terms and conditions stipulated by the appointed service provider shall apply alongside these GTC.

7. Breach of obligations and third party rights by the Customer

7.1. In the case of serious infringement of these GTC by the Customer, audiocrowd reserves the right to block the Customer's account. audiocrowd will inform the Customer of the reasons for blocking their account.

7.2. The Customer is directly liable for any breach of third party rights to the third party itself. The Customer shall indemnify audiocrowd and the Copyright Holder against all claims and third party rights resulting from the Customer's breach of his obligations or infringement of the rights of others.

7.3. Any additional claims for compensation brought by audiocrowd and/or the Copyright Holder remain unaffected.

8. Liability of audiocrowd

8.1. audiocrowd is liable under statutory regulations for any malice or gross negligence on the part of audiocrowd, its legal representatives, employees or other agents. The same shall apply for the guarantees it assumes, for strict liability and for claims brought under Germany's Product Liability Act [Produkthaftungsgesetz] and for culpable death, injury or damage to health. audiocrowd is further liable for ordinary negligent breaches of essential contractual obligations by audiocrowd, its representatives, employees or other agents, where by 'contractual obligations' is meant those obligations upon whose fulfilment the Customer regularly relies, and is entitled to expect, for the orderly performance of the contract, although in such cases liability is limited to the extent of typical foreseeable damage.

8.2. audiocrowd bears no liability for damage incurred as a result of third-party fault or interruptions to the availability of its Platform for which it is not responsible.

8.3. The Platform contains links to other websites. audiocrowd is not responsible for the content of these websites and assumes no liability for, and provides no guarantee of, their accuracy. Nor is data protection on the linked-to sites covered by these GTC.

8.4. Any additional liability is excluded.

8.5. Insofar as audiocrowd's liability is excluded or limited, then the personal liability of its legal representatives, employees and other agents is also excluded or limited.

9. **Guarantee and liability of the Copyright Holder**

9.1. Statutory guarantee rights apply to the contractual relationship between the Customer and the Copyright Holder. The Copyright Holder provides no guarantee for the suitability of the music recordings for the specific purpose envisaged by the Customer.

9.2. The Copyright Holder is liable for damage, irrespective of legal grounds, caused by malice or gross negligence. In cases of ordinary negligence, the Copyright Holder is liable only for death, injury or damage to health and for damage caused by breach of an essential contractual obligation (i.e. an obligation whose fulfilment makes the proper performance of the contract possible and on which the customer relies and ought to be able to rely). In cases of breach of an essential contractual obligation, the Copyright Holder's liability is limited to foreseeable damage typical for this type of contract.

9.3. Any further liability shall be excluded.

9.4. The regulations under the German Product Liability Act shall remain unaffected.

10. **Data protection**

Collection, storing and processing of personal data will be determined according to the separate Privacy Policy.

11. **Final provisions**

11.1. Modifications or amendments to these GTC must be made in writing. Verbal side agreements have not been concluded.

11.2. The law of the Federal Republic of Germany exclusively applies with exclusion of the UN Law on International Sales (CISG). Mandatory provisions of the state of your habitual residence shall remain unaffected.

11.3. The place of performance shall be – as far as legally permitted – Berlin.

11.4. If any provision is invalid, nothing in this shall prejudice the validity of the remaining provisions hereof. The contracting parties will jointly replace the invalid term with a legally valid term which comes closest to the commercial purpose of the invalid term. In case of loopholes the above provision applies accordingly.

11.5. If the contracting party is a merchant man, a legal person, a legal entity under public law, or public-law special funds, the legal venue for any disputes under this contract shall be Berlin.

June 2021