

# Terms of Use label.gvl

Status as of 17 May 2018

## 1. Scope

These Terms of Use ("Terms", "Terms of Use") shall apply to all producers of audio and audio-visual recordings, such users being rights holders ("users of the portal", "users") for the online portal ("the portal", "label.gvl") provided by GVL ("Gesellschaft zur Verwertung von Leistungsschutzrechten") under its website [www.gvl.de](http://www.gvl.de), including all of the relevant sub-pages. All other agreements and commitments between rights holders and GVL shall not be affected by these Terms.

## 2. Specification of services

The portal shall be provided to users listed under item 1 above for the purpose of reporting their data relevant to representation contract(s), audio and audio-visual recordings as well as rights ownership. Rights ownership information may be displayed to other users. The portal shall also be a service tool for managing the mandates.

GVL strives to provide for the secure operation of the portal and its access according to state-of-the-art security standards. Nevertheless, the portal is not guaranteed to be free of errors nor to be available 24/7. Because of this, users of the portal are encouraged to report relevant data well before the communicated reporting deadlines of distribution regulations. GVL shall not reimburse damages resulting from late reporting, even if the portal was unavailable due to a system failure - except if the damage has been caused intentionally or through gross negligence by an employee or contractor.

GVL cannot be held accountable for incorrect, incomplete or ambiguous data provided by rights users or other third parties. Remuneration received based on incorrect, incomplete or ambiguous data - also if received from foreign affiliates of GVL – shall be reimbursed.

## 3. Obligations of users of label.gvl

The user shall be obliged to report all data related to audio and audio-visual recordings in a correct and complete manner and is responsible to keep the information up to date. Further the user is obliged to flag or inform GVL about recordings that are not protected pursuant to the Rome Convention ("Rom-geschützt") (§ 3 (5) Representation Agreement). The same shall apply for recordings where the protection term has expired. GVL shall reserve the right to check the validity of reported information by requesting proof of ownership of rights for audio and audio-visual recordings and other information from third parties.

The user will inform GVL immediately about changes to master data not related to recordings or productions (such as address, bank details, etc.) within five years after cancellation of the representation agreement.

The user shall be obliged to use the portal (described under 1.) only for the purpose described within these Terms. Misuse of the portal will be reported to the prosecuting authorities.

The access to the portal is password protected. The owners of passwords are obliged to carefully choose, keep secret and regularly change passwords. Passwords must not be stored in a way that they are accessible to third parties or passed on to third parties. The user shall be required to change the password immediately after receiving his/her initial password and at the minimum every six months.

The user shall release GVL from all claims towards GVL, made by other rights holders respective other third parties, because of violations of ownership of rights caused by invalid reports of information provided by the user. The user shall take care of all costs required for legal defence of GVL including all legal charges (court costs and attorney's fees). This does not apply for cases where the user is not responsible for intention or negligence. The user shall be obliged to immediately provide all information required for legal defence, truthfully and complete.

The user shall agree that his reports on ownership of rights may be displayed to other users.

GVL will confirm each report electronically. The user shall be obliged to cross-check the information stored in the portal and provided as part of the confirmation regarding completeness and correctness.

#### **4. Rights ownership**

In case of a conflict regarding the ownership of rights resulting from differing reports of an audio or audio-visual recording, the affected parties and potential other involved parties will be informed. The involved users are obliged to solve the conflict bilaterally. GVL is not actively part of the clearance of the conflict. GVL solely provides the platform and information. GVL shall reserve the right to set deadlines (minimum of two weeks) to clear the conflict of ownership of rights. Omission of these deadlines may be construed as declaration of intent. Users will be informed about this matter separately upon commencement of the term. Remunerations related to ownership of rights in conflict will be held back until the conflict is evidently resolved. Contractual and legal obligations to retain data are not affected by this.

GVL can impose the costs arising from the clearance of a conflict on the involved parties.

GVL shall reserve the right to report to the prosecuting authorities in case of one or more abusive claims regarding ownership of rights by users. Accruing costs can be invoiced by GVL. Further the GVL will reclaim any remunerations already paid out.

#### **5. Mandate administration**

The user may request changes to his/her mandate via the user portal. The terms and conditions of use for producers of sound recordings in their version as amended from time to time and the terms and conditions of the MTV mandate shall apply. A printed and signed copy of the application which has been electronically generated via the user portal must be sent to GVL mbH, Podbielskiallee 64, D-14195 Berlin, P.O. Box 330361, D-14173 Berlin. The application shall only become legally binding upon being delivered to GVL. The amendment to the agreement shall only take effect after the application has been evaluated and approved, and after GVL has issued a written or electronic confirmation (approval/acceptance).

#### **6. Lockout of users**

Provided there are solid grounds to do so, GVL shall be entitled to lock out users from the portal. The lockout may be performed without prior notice, provided that GVL has a legitimate interest for immediate lockout. A reason for lockout of a user shall be deemed to be based on the violation of obligations resulting from representation agreement(s), the violation of these Terms or in case third parties reasonably claim a breach towards GVL. In case of a claim of breach. GVL shall submit the respective information to the locked out user. GVL shall not be obliged to perform a validation of the accusation.

#### **7. Data protection**

GVL collects, processes and uses personal information of users solely for the purpose of lawfully performing contracts with its rights holders.

Due to tax or legal requirements GVL may be required to store personal information permanently. Access to this information shall only be granted for legally required purposes.

<https://www.gvl.de/en/data-protection-statement>

## 8. Final provisions

The law of the Federal Republic of Germany shall be applicable.

Sole place of jurisdiction for all disputes resulting from these Terms is Berlin (Germany).

Deviating agreements, changes to our standard business terms (SBT) and any other contractual changes must be communicated in text form according to Section 126 b BGB (German Civil Code).

Changes to the standard business terms (SBT) will be announced on the website [www.gvl.de](http://www.gvl.de) and are valid for the future respective apply to new orders after changes to the SBT have come into force, as long as the user does not contradict the changes within 14 days of notice.

An invalid clause within these Terms does not invalidate the Terms as a whole. In case of nullity of a clause, a replacement that is closest in spirit, purpose and commercially close to the original while conforming to the law counts as agreed upon. The same applies to possible unknown gaps of these Terms.

### **This is an unofficial translation:**

Please note that the translation of the "Nutzungsbedingungen" (Terms of Use) is a free translation into English and is provided as a service by GVL and shall serve for orientation purposes and your files only. The translation is provided solely for the convenience of English speakers. In the event of a discrepancy between the English translation and the German version, the version in the official language shall prevail.