

Terms of use ARTSYS.GVL

Date: September 2012

1. Scope

These terms of use shall apply for the GVL portal ARTSYS.GVL, without prejudice to any other arrangements between the rightsholders and GVL or obligations of the rightsholders.

2. Service specifications

GVL shall provide the online platform ARTSYS.GVL to its eligible performing artists and organisers for the purpose of registering their specific contribution to certain productions (recordings and live broadcasts).

GVL shall strive to provide a state-of-the-art secure system and access. Nevertheless, a continuous availability and absence of errors of the system cannot be guaranteed. Members are therefore strongly advised to register their contributions in good time. GVL shall not cover any damage caused in relation to registrations which cannot be supplied in time due to a system failure unless the damage was caused intentionally or as a result of gross negligence by an employee or a representative of GVL.

GVL shall not be liable for incomplete or incorrect information supplied by the rightsholders or third parties. Remuneration paid out based on incorrect information – also those paid from foreign sister societies of GVL – must be paid back.

3. Users' obligations

Eligible performing artists and organisers shall be obliged to supply all registrations in a complete and correct manner. GVL reserves the right to check the correctness of the registrations, also by inquiring with third parties, and to demand further evidence on the actual artistic contribution on the productions. The user shall immediately report any changes of the master data which are independent of the production data supplied (residence, bank details etc.).

The user shall be obliged to use ARTSYS.GVL for no other purposes than those described in item 1 above.

Access to ARTSYS.GVL is password-protected. Password holders shall be obliged to choose them carefully, keep them secret and change them regularly. In particular, passwords may not be kept where they are easily accessible or passed on to third parties. The rightsholder must change the password immediately upon receipt and from thereon at least once every six months.

The user shall indemnify GVL from any claims that other rightsholders or third parties made against GVL for the infringement of their rights due to incorrectly registered information on contributions by the users. The users shall cover the costs of the necessary legal defence of GVL including any costs for lawsuits and attorneys' fees at statutory level. This shall not apply when the user is not responsible for the infringement of rights. In the event of claims made by third parties, the user shall be obliged to provide GVL with the information necessary for checking any claims and the defence immediately, truthfully and completely.

The user declares that he agrees to information on his contributions shall be displayed to other users.

4. Suspending users

GVL is entitled to suspending users if there is a justification for it. The user can be suspended without any prior announcement, if GVL has a legitimate interest in locking the user out immediately. A justification for suspending a user is particularly given in the event that the user is in breach of his contractual duties or if third parties claim that an infringement of rights has occurred. In the event of such a claim for an infringement of rights GVL shall forward the relevant correspondence to the user. GVL shall not be obliged to verify the contents of the accusations.

5. Data protection

GVL shall collect process and use personal data of the users only for the purpose of the proper performance of the agreement.

In as far as the storage of personal data is necessary for existing legal or tax-related obligations, those data shall be blocked from being used for any other purposes than those stipulated for statutory reasons.

6. Final provisions

These terms are governed by the law of the Federal Republic of Germany.

If the user is a business person, exclusive jurisdiction for all disputes arising from this agreement shall be Berlin. The same applies if the client has no general place of jurisdiction in Germany.

Any deviating arrangements, amendments of the general terms and conditions and any other changes to the agreement must be made in writing and/or in text form pursuant to s. 126 b of the BGB [German Civil Code].

Changes to the general terms and conditions shall be communicated on the ARTSYS.GVL website and shall be deemed as agreed for the future, if the user has not appealed against the changes within 14 days of receipt.

In the event that a provision in the terms of use or the user agreements is void, the validity of the remaining provisions shall remain unaffected. In the event of a provision becoming void, another provision that is – legally compliant and economically – closest to the meaning and purpose of the void provision. The same applies for unidentified regulatory gaps.

This document is a free translation into English of the Terms of use originally issued in the official language, German. 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.