

General Terms and Conditions

Beyond the Blur e.K.

1. General information and scope of application
2. Range of services and conclusion of contract
3. Duty of the client to co-operate/collaborate
4. Creative freedom and templates
5. Remuneration, additional benefits, ancillary and travelling expenses
6. Copyright and rights of use
7. Data protection
8. Right of cancellation
9. Liability
10. Final provisions

This is a machine translation. The legally binding German version can be accessed here:
<https://www.beyond-the-blur.de/allgemeine-geschaftsbedingungen/>

1. General information and scope of application

- 1.1 These General Terms and Conditions (hereinafter also: 'GTC') apply to all contracts concluded between Dr Andreas Falke, trading as Beyond the Blur e.K., Hohe Bleichen 12, 20354 Hamburg, phone: +49 40 2372-4121-0, e-mail: info@beyond-the-blur.de (hereinafter: 'contractor') and the client, in particular but not exclusively for the provision of marketing services.
- 1.2 The contractor's range of services is aimed exclusively at clients who have reached the age of 18.
- 1.3 A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, is acting in the exercise of their independent professional or commercial activity.
- 1.4 All services and offers are provided exclusively on the basis of these GTC. The GTC shall therefore also apply to all future business relationships with companies, even if they are not expressly agreed again. The inclusion of general terms and conditions of a client that contradict these GTC is hereby rejected. Deviating provisions shall not apply unless the contractor has expressly confirmed this in writing. Individual agreements shall always take precedence.
- 1.5 Even though these GTC are in English, the original contractual language is German. The original GTC can be accessed here: <https://www.beyond-the-blur.de/allgemeine-geschaeftsbedingungen/>
- 1.6 The complete text of the contract is not saved.

2. Range of services and conclusion of contract

2.1 The contractor's services may include in particular

- Copywriting of marketing texts
- SEO analyses
- Subtitling
- Transcriptions
- Cleaning and optimising audio files

The specific scope of services is determined by the respective individual order with the client.

2.2 The contractor shall protect the interests of the client to the best of its ability. For its part, the client shall provide all data essential for the contractor's performance for strictly confidential treatment in the interests of trusting cooperation.

2.3 The contractor shall not undertake any research with regard to any conflicts of the work with the rights of third parties, in particular with regard to copyright, trademark and design infringements, unless otherwise stated in the order. Under no circumstances shall the contractor provide legal advice or legal services.

2.4 The presentation of the services on the contractor's website does not constitute a legally binding offer, but is merely an invitation to the client to submit an offer.

2.5 A contract is only concluded upon acceptance of the client's offer by the contractor. The offer shall be accepted in writing or by e-mail.

2.6 There is no entitlement to utilise the services of the contractor or to conclude a contract. The contractor reserves the right to reject offers without giving reasons.

3. Duty of the client to co-operate/collaborate

- 3.1 The client is obliged to provide the contractor with all documents and files necessary for the fulfilment of the order in good time and to the extent agreed. This applies in particular to texts, photos, logos, graphics, films, music, etc. The contractor shall not be responsible for delays in the fulfilment of the order caused by the late or incomplete delivery of such documents.
- 3.2 If the execution of the order is delayed for reasons for which the client is responsible, the agreed implementation time shall be extended by the corresponding working days in accordance with the delay caused by the client's failure to co-operate. In the event of intent or gross negligence, the contractor may also assert claims for damages.
- 3.3 The client ensures that it is authorised to use all templates/documents provided to the contractor and that the client is entitled to the corresponding copyrights/rights of use. The client assures that all materials are free of third-party rights. If, contrary to this assurance, the client is not authorised to use the materials or if the templates are not free of third-party rights, the client shall indemnify the contractor against all third-party claims for compensation upon first request.
- 3.4 The client has checked and ensured that the services commissioned by him do not infringe any third-party rights, in particular with regard to copyright, trademark and design infringements.

4. Creative freedom and templates

- 4.1 The contractor shall have freedom of design within the scope of the order. Complaints regarding the artistic design of the drafts and the work are excluded to this extent. If the client wishes to make changes to the content and/or scope of the order during or after production that go beyond the originally agreed order, the client shall bear the additional costs.
- 4.2 Changes to drafts, the creation and submission of further drafts, changes to working drawings and other additional services shall be invoiced separately on a time basis.

5. Remuneration, additional benefits, ancillary and travelling expenses

- 5.1 The contractor shall receive the fee agreed within the scope of the order.
- 5.2 The agreed fee includes one revision at the client's request. Any further revisions or corrections at the client's request shall be remunerated separately on a time basis.
- 5.3 Unless expressly stated otherwise, all prices are total prices including all applicable taxes, in particular the applicable statutory value added tax.
- 5.4 All payments are due immediately upon receipt of the invoice without any deductions.
- 5.5 Unpaid work, in particular the creation of designs free of charge, is not customary in the profession. Acceptance may not be refused for creative or artistic reasons.
- 5.6 Suggestions and instructions from the client for technical, design and other reasons have no influence on the remuneration.
- 5.7 Unless otherwise agreed in writing, additional services, such as research, the reworking or modification of drafts, the creation and submission of further drafts, the modification of working drawings and other additional services shall be charged separately on a time basis. Payment for additional services shall be due after they have been rendered. Additional costs incurred shall be reimbursed as incurred.

- 5.8 Costs and expenses shall be charged for journeys that are necessary after consultation with the client for the purpose of executing the order or utilisation.

6. Copyright and rights of use

- 6.1 Every order placed with the contractor is a copyright contract which is aimed at granting rights of use to the work services. By accepting the work, the client assumes responsibility for the accuracy of the text and image.
- 6.2 The contractor shall transfer to the client the rights of use required for the respective purpose. Unless otherwise agreed, the client shall be granted the exclusive right of use, unlimited in terms of territory, time and content, for the specifically agreed type of use and comprehensive utilisation in all currently known and future known media and types of use. This includes in particular, but not exclusively, the right of reproduction, distribution, exhibition, presentation, performance and demonstration, the broadcasting right, the right of reproduction by means of analogue and/or digital image and/or sound carriers, the right of reproduction of analogue and/or digital radio broadcasts and the online right.
- 6.3 Any transfer of the rights of use to third parties for the purposes of transfer or sub-licensing shall require the express written consent of the contractor.
- 6.4 The rights of use shall only be transferred to the client after full payment of the remuneration by the client.
- 6.5 If the contractor uses third parties to fulfil the contract, he shall acquire their copyrights of use for the client without restriction in terms of time, place, purpose and in any other way and transfer them to the client to the same extent. The client shall be entitled to inspect the contracts concluded with third parties that are necessary for the fulfilment of the contract and the placing of orders.
- 6.6 The contractor is entitled to information from the client about the scope of utilisation.

7. Data protection

- 7.1 Personal data such as name, address, email address and payment details are collected as part of the conclusion and execution of the contract and used to fulfil and process the contract. This data is treated confidentially and is not passed on to third parties unless they are involved in the booking and payment process or are necessary for the fulfilment of the contract.
- 7.2 The legal basis for this data processing is Art. 6 para. 1 sentence 1 lit. b GDPR (DSGVO). Data processing is necessary to fulfil the contractual relationship.
- 7.3 Further information on the type, scope, location and purpose of the collection, processing and use of personal data by the contractor and on the rights of the client can be found in the **privacy policy**.

8. Right of cancellation

- 8.1 Consumers are entitled to a right of cancellation in accordance with the following cancellation policy:

Cancellation policy

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 date of conclusion of the contract.

To exercise the right to cancel, you must inform us (Dr Andreas Falke, trading as Beyond the Blur e.K., Hohe Bleichen 12, 20354 Hamburg, phone: +49 40 2372-4121-0, e-mail: info@beyond-the-blur.de) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample cancellation form, but this is not mandatory.

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

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of

the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

Cancellation form template

(If you wish to cancel the contract, please complete and return this form).

To

Dr Andreas Falke
trading as Beyond the Blur e.K.
Hohe Bleichen 12
20354 Hamburg
E-mail: info@beyond-the-blur.de

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods/services:

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate

9. Liability

- 9.1 The contractor shall be liable for damage caused by its own defects, delay or non-fulfilment of its obligations. However, the contractor shall only be liable for damages if the client has notified the contractor of the defects complained about and the contractor has not rectified the defects within ten working days. The liability for damages shall include in particular, but not exclusively, the costs for a new conception, planning and production of the contractually agreed service.
- 9.2 The Contractor undertakes to carry out the work assigned to it with professional and commercial diligence to the best of its knowledge and in compliance with the generally recognised principles of advertising. The client shall be responsible for having the legal admissibility of advertising measures checked by a competent person of his choice at his own expense. The contractor shall not be liable for the copyright, design or trademark protection or registrability of the work or parts of the work or of the drafts or other design work that it provides to the client for use. The contractor is not obliged to carry out or arrange for design, trade mark or other property right searches. This and a review of the property rights situation is the sole duty of the client and shall be arranged by the client and at their own expense.
- 9.3 The contractor shall not be liable for the legal admissibility of the intended use of the work or parts of the work or the designs, in particular with regard to copyright, design, competition or trade mark law. The contractor shall draw attention to legal risks insofar as these become known to the contractor during the execution of the order.
- 9.4 In addition to liability in accordance with the above paragraphs, the contractor shall be liable without limitation insofar as the cause of the damage is based on intent or gross negligence. The contractor shall also be liable for the slightly negligent breach of material obligations (obligations whose breach jeopardises the achievement of the purpose of the contract) and for the breach of cardinal obligations (obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the user regularly relies), but only for foreseeable damage typical of the contract. The contractor shall not be liable for the slightly negligent breach of obligations other than the aforementioned obligations.
- 9.5 The limitations of liability in the above paragraphs shall not apply in the event of injury to life, limb or health, for a defect following the assumption of a guarantee, in the event

of fraudulently concealed defects, in the event of liability under the Product Liability Act or the General Data Protection Regulation or the Federal Data Protection Act.

- 9.6 If liability is excluded or limited, this shall also apply to the personal liability of the contractor's executive bodies, employees, representatives and vicarious agents.

10. Final provisions

- 10.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the client is acting as a consumer and has his habitual residence in another country at the time of conclusion of the contract, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.
- 10.2 The place of jurisdiction is Hamburg if the client is a merchant, a legal entity under public law or a special fund under public law. The same applies if the client does not have a general place of jurisdiction in Germany or the place of residence or habitual abode is not known at the time the action is filed.
- 10.3 Consumers have the option of using alternative dispute resolution. The following link of the EU Commission (also known as the ODR platform) contains information on online dispute resolution and serves as a central point of contact for out-of-court settlement of disputes arising from online sales contracts or online service contracts: <https://ec.europa.eu/consumers/odr>. The contractor is neither willing nor obliged to participate in arbitration proceedings.
- 10.4 Duty to provide information in accordance with the Consumer Dispute Resolution Act (§ 36 VSBG): The contractor is not willing and/or obliged to participate in further dispute resolution proceedings before a consumer arbitration board.
- 10.5 If a provision of these GTC is invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed to be replaced by a provision that comes as close as possible to the meaning and purpose of the invalid provision in a legally effective manner. The same applies to any loopholes.