



Electronic File System (EFS): Terms of Participation and Use

1. Subject of these Terms of Participation and Use

AGICOA Urheberrechtsschutz GmbH ("AGICOA GmbH") provides for its rightholders, free of charge, a closed platform (Electronic File System, "EFS") for convenient downloading of the accounting documents and documents on conflicts at <http://efs.agicoa-gmbh.de>.

These Terms of Participation and Use define the rights and obligations regarding the use of the EFS. For more information about AGICOA GmbH, please visit <http://www.agicoa-gmbh.de>.

2. Registration; eligible participants

The EFS may only be used after successful registration. To register, please fill in the application form, which has been sent to you and which is also available online, and send it to kontakt@agicoa-gmbh.de by email or to AGICOA GmbH by post so that your EFS access data can be created and be sent to you by email.

Only rightholders and their authorized staff may participate. There is only one (1) access for each rightholder per section (accounting, conflicts). For associations/groups of companies there is also only one (1) common access through which the respective documents are filed for the members or individual companies concerned.

3. Description of the Electronic File System and procedure

AGICOA GmbH makes the EFS available to the rightholders, free of charge, following personal registration in order to facilitate the practical procedures in connection with the accounting documents and documents on conflicts.

a. Accounting documents

After preparation of the statement of account, AGICOA GmbH will quickly and safely send your accounting documents (distribution letter, declaration of release and indemnity, distribution file) to your personal mailbox via the EFS. In this context, you will receive an automatic EFS-generated message at your indicated email address informing you about new accounting documents. You can then download these documents via the EFS and verify the works accounted for.

Please then return the signed declaration of release and indemnity by post, email (as pdf attachment) or fax with your current bank account to be indicated so that AGICOA GmbH can transfer the distribution amount to you without delay;

or

in the event of withdrawals, please advise AGICOA GmbH of such withdrawals as in the past (by post, email as pdf attachment or fax). After the processing of the withdrawals, you will receive from the EFS an email informing you about the corrected new accounting documents. Please then return the new declaration of release and indemnity with the new invoice number so that AGICOA GmbH can transfer the corrected distribution amount to you without

delay.

b. Documents on conflicts

At the start of each phase of the conflict resolution process, AGICOA provides you with the necessary documents (letter on conflicts, list of conflicts (titles, broadcasts, claimants...) and contact data for collision partners) quickly and safely through the EFS. You will be notified of the documents on conflicts through an automated email sent by the EFS to the email address you have supplied for this purpose. Then, you can download the documents through the EFS and process the conflicts.

Further regulations and deadlines can be found in our document "Regulations for Conflicts" and the respective attached letter on conflicts.

When you participate in the EFS, you will receive your documents from AGICOA GmbH only electronically. It is not possible to get the documents both electronically and as printout.

The integration of further service functions in the EFS to assist you and make work easier for you is intended.

4. Blocking of access

AGICOA GmbH may, at any time, block access to admitted participants, temporarily or permanently, without giving any reason, e.g. in the event of breach of these Terms of Participation and Use. This applies, in particular, if there is suspicion of access misuse in the form of unauthorized use or disclosure of the data provided. After access has been blocked, the rightholders will be informed and given the opportunity to replace the blocked participant with a trustworthy substitute.

5. Responsibility for access data

You will be asked in the course of the registration process to change the initial password provided by us. You may not disclose the access data and you may not make them accessible to third parties. You must ensure that your EFS access and the services provided there are exclusively used by you or by persons authorized by you. AGICOA GmbH must be informed without delay if it is to be feared that unauthorized third parties obtained or will obtain knowledge of your access data.

6. Change and discontinuation of services

AGICOA GmbH may, at any time, change the services provided free of charge, provide new services in addition and/or discontinue the services provided free of charge. AGICOA GmbH will consider the interests of the participating rightholders as far as possible in this context and inform you of any such change or discontinuation of services.

7. Availability

The services will only be made available within the scope of the technical and operational possibilities of AGICOA GmbH. AGICOA GmbH explicitly does not give any warranty or guarantee for the availability of the services provided free of charge. However, AGICOA GmbH endeavours to ensure the uninterrupted functioning as far as possible. There may, however, be temporary restrictions or interruptions due to maintenance work or technical problems (e.g. interruption of power supply, hardware or software defects, technical problems of the data lines).

The data in the EFS will not be available indefinitely, but will be erased **at regular intervals**. Therefore, please make backup copies of the accounting documents and data to ensure permanent retrieval.

8. Scope of permitted use

The data made available by AGICOA GmbH in the EFS are only intended for own further processing of the statement of account (e.g. internal IT processing by the rightholder or in the event of associations or groups of companies by their members and individual companies).

Any other use, in particular use for commercial purposes, the publication or disclosure of the provided data to third parties, in changed or unchanged form, is expressly prohibited. In the event of breach, AGICOA GmbH reserves the right to take legal action including the assertion of claims for damages.

AGICOA GmbH points out that use by you will be controlled to the statutorily permitted extent.

9. Data protection

It is one of the quality standards of AGICOA GmbH to responsibly deal with the personal data of the participants in accordance with the statutory provisions. More details regarding the processing of your personal data are set out in the separate Data Protection and Privacy Policy at <http://www.agicoa-gmbh.de>.

10. Liability

In the event that you suffer damage as a result of the gratuitous use of the EFS, AGICOA GmbH will only be liable for damages – on any legal ground whatsoever – in case of intent or gross negligence. In addition, AGICOA GmbH will, also in case of simple negligence, be liable for damage resulting from injury to life, body or health and breach of a material contractual obligation (obligation the fulfilment of which is essential for the proper performance of the agreement and on the fulfilment of which the contract partner regularly relies and may rely). In the latter case, the liability of AGICOA GmbH is, however, limited to compensation for the foreseeable, typical damage. Claims under the German Product Liability Act remain unaffected by the preceding regulations.

11. Severability

If any provision of these Terms of Participation and Use is or becomes invalid, this shall not affect the validity of the remaining provisions hereof. In lieu of the invalid provision, the parties will without delay agree on a valid provision which most closely achieves the economic purpose of the provision intended by the parties.

12. Applicable law; place of jurisdiction

These Terms of Participation and Use shall be governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for all rights and obligations hereunder shall be Munich.

13. Change of these Terms of Participation and Use

AGICOA GmbH reserves the right to change these Terms of Participation and Use which apply to the use of the EFS provided free of charge. AGICOA GmbH will inform the participating rightholders in advance of any change. After the changed Terms of Participation and Use have become effective, you may only use the EFS free of charge if you accept the changed Terms of Participation and Use.