

Terms and Conditions
JobTV24 GmbH

and its Divisions
JobTV24 and MovingIMAGE24

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Last updated: Dec. 01, 2010

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I General Terms

1 Applicability

- 1.1 These terms and conditions apply to all contractual relationships between JobTV24 GmbH (hereinafter “contractor”) and the contracting party (hereinafter “client”).
- 1.2 These terms and conditions apply exclusively, insofar as no ad hoc individual deviations have been agreed upon in writing. The contractor does not recognise any of the client’s deviating conditions unless it has explicitly agreed to their applicability in writing. These terms and conditions also apply exclusively if the contractor is aware of contrary or deviating terms and conditions and accepts a client’s deliveries and services unconditionally. The contractor’s deliveries, services and offers – including those in the future – are made exclusively on the basis of these terms and conditions.
- 1.3 Price lists are part and parcel of these terms and conditions insofar as these terms and conditions refer to them.
- 1.4 Insofar as special terms are agreed deviating from Part I of these terms and conditions, the special terms will take precedence over the general terms and conditions of Part I.

2 Order Placement

- 2.1 Offers made by the contractor are nonbinding, except when stated otherwise in an agreement or communication. Should the contractor make an exceptional binding offer electronically or in writing, the contract becomes valid upon the client’s written agreement to the offer. An acceptance (electronic or in writing) of an offer made by the contractor that has been modified will be considered a new offer, which only becomes a contract if the contractor confirms it electronically or in writing.
- 2.2 If the client makes a written offer, the contract becomes valid when the contractor accepts it electronically or in writing. Insofar as the contractor’s acceptance is a modification of the offer made, the contract with the modified content will apply if the client does not submit his/her objection in writing within one week of receiving the acceptance with modified content. The client’s silence will be considered acceptance.
- 2.3 Orders made by agencies will only be accepted for clients explicitly named. The contractor reserves the right to demand proof from the agency of its mandate. The bill will be settled with the agency. In the case of agency bookings, the contractor can demand that the agency’s client also enter into a contract. Unless it receives explicit written permission from the contractor, the agency is not authorised to transfer services booked for an advertiser to other clients or third parties.

As a safeguard, upon concluding a contract, the agency assigns its claims to payment – arising from the agency contract upon which the debt is based – vis-à-vis the advertiser to the contractor. The contractor thus accepts the subrogation. The contractor reserves the right to collect the assigned debt if the agency has not settled the securitised debt within 30 days past due.

3 Fees

- 3.1 Insofar as prices and other fees are not individually negotiated, the contractor's current corresponding price lists apply.
- 3.2 The corresponding value added tax as required by law must be added to all prices indicated by the contractor.
- 3.3 Unless otherwise provided for in the price list or in some other written agreement, discounts will only be applied to the entire billing amount according to the price list's discount scale. The basis for calculating discounts is the order amount for advertising services for the calendar year. Corporate discounts will only be granted by special written confirmation; corporate discounts are always decided based on the client's corporate status as of the 1st of January of the respective calendar year.
- 3.4 Unless otherwise provided for in the price list or in some other written agreement, the contractor grants advertising agencies – insofar as they advise their clients – an agency discount of 15%. The discount will only be applied if the contractor is notified accordingly in writing before the contract is finalised. The discount is applied to the net billing (billing sum not including VAT, after subtraction of any other discounts but before cash discount). The prerequisite for receiving an agency discount is written verification of agency function. Accordingly, the preceding rule applies to advertising agents for verified procurement (but not for the procurement of cooperative programmes, etc.).

4 Price Changes

- 4.1 In the event of cost changes unforeseen at the time a contract is finalised, i.e. as a result of changes to wage and salary rates, and if no fixed price agreement has been made, the contractor reserves the right to adjust prices on a reasonable scale and to charge the prices applying at the commencement of contractual services (for example, on the day of broadcast or at the start of distribution).
- 4.2 In the case of ongoing orders, changes to the prices on which the order was based will take effect no earlier than three months after the client has been informed. In such as case, if costs increase by more than five percent, the client can change the booking or

withdraw from the contract at the time the change takes effect. He/she must declare such intent to the contractor immediately, no later than within 4 weeks of being informed of the price change.

5 Payment Terms and Conditions

- 5.1 Invoices are issued as advance payment within 7 days of order placement.
- 5.2 The invoice amount equals the sum of the prices for each individual service in the billing period and other elements quoted for price calculation.
- 5.3 If no deviating agreement exists, billings are to be paid in full to the contractor's account as indicated on the invoice within 14 days of the client's receiving it. The date upon which the contractor receives the payment will be used for determining timeliness. If a payment is not made on time, the client is considered to be in arrears, even if the contractor does not issue an overdue notice or set a deadline.
- 5.4 If the client is in arrears with payments, the contractor reserves the right to withhold services until the client has paid all outstanding bills or provided an appropriate security. The contractor also reserves the right to refuse service if, after the contract has been finalised, it becomes clear that the contractor's claim to payment is in danger due to the client's lack of ability to pay. Any rights transferred by the contractor to the client are not considered transferred during the period of arrears; any transfer of rights to the client is suspended.
- 5.5 Bank fees are at the client's expense. Cheques and drafts are only ever accepted on account of payment. Unless explicitly agreed otherwise, payments are to be made in Euros.
- 5.6 The client only has the right to offsetting and/or retention in the case of unchallenged or legally established counterclaims.
- 5.7 Unless an agreement to the contrary exists, the contractor reserves ownership of products to be delivered until payment has been made in full; the transfer of rights is postponed until payment has been made in full.

6 Liability of the Contractor

- 6.1 In the event of deliberate or grossly negligent violations of duty, as well as in the case of culpable injury of life, body or health, the contractor is unlimitedly liable for all damage arising therefrom, insofar as there is no legal regulation to the contrary.

- 6.2 In the case of gross negligence on the part of non-executive employees, the contractor's liability for property and pecuniary damage is limited to foreseeable damage based on the nature of the contract.
- 6.3 In the case of slight negligence, the contractor is only liable for property and pecuniary damage if essential contractual duties are violated. The contractor's liability is limited to foreseeable damage based on the nature of the contract.
- 6.4 Further liability for compensation of loss is excluded – irrespective of the legal nature of the asserted claim. This applies in particular to illegal activity according to §§ 823, 831 of the German Civil Code (BGB); potential unlimited liability according to the provisions of German product liability law remains unaffected.

7 Withdrawal and Cancellation

- 7.1 In the event of acts of God, each party to the contract can withdraw from the contract with immediate effect. This does not apply insofar as the contractor has already performed its services or partial services. In this case, the client's right to withdrawal applies only to the separable part of services not yet performed by the contractor. Acts of God include in particular insurgency, fire, blackouts, storm damage, strikes and lockouts, damage due to construction work as well as other circumstances for which the parties are not responsible.
- 7.2 The client's right to withdrawal from and/or cancellation of the contract is subject to an explicit provision in these terms and conditions, excepting any individual deviating contractual agreements and the statutory reasons for withdrawal. Should the contractor, by way of exception, agree to a demand for withdrawal, the contractor will charge a cancellation fee of at least 30% insofar as the agreement to withdrawal is made no later than four weeks prior to the envisioned commencement of services. After this date, the full contractual fee will be billed. The right is reserved for the client to demonstrate greater expenditures saved or lesser services provided.
- 7.3 Insofar as the delivery of contractually agreed upon services requires the participation of the client, the contractor will first attempt to reach an agreement with the client as to the time period for the latter's participation.

If an agreement regarding the time period of participation fails to be reached within four weeks of order placement and the contractor is not responsible for the failure, the contractor will suggest three dates to the client. If the client accepts none of the suggested dates within a further period of two weeks, it will be considered a neglect of duty on the part of the client. Once this period has elapsed, the contractor may choose to withdraw from the contract without further notification and/or deadline or cancel the contract due to failure to participate. In the case of withdrawal, the contractor reserves the right to payment. In the case of cancellation, the claim to payment amounts to 75%

of the agreed-upon fee. The right is reserved for the client to demonstrate greater expenditures saved or lesser services provided; the contractor reserves the right to demonstrate a greater fee percentage.

8 Rights

- 8.1 As part of the contractual relationship, the contractor only transfers rights to the extent that they are indispensable to the fulfilment of the contract. The client acknowledges that the client does not receive any rights along with the temporary use of brands or trademarks belonging to the contractor. The client is not authorised to alter or remove brands or trademarks which the contractor uses in the contractual services.
- 8.2 Insofar as the client uses or introduces his/her own materials (videos, graphics, logos, text, music, etc.) as part of carrying out the contract, the client exempts the contractor from any and all claims made by third parties against the contractor due to violation of third-party rights or legal regulations in connexion with the use of services, especially the distribution of content via the client, including the cost of appropriate legal defence. The client will support the contractor in all disputes, in and out of court, and will provide all data, documents and other materials the contractor considers to be necessary in connexion with the dispute upon request. In addition, the contractor has the right to withdrawal from the contract and/or extraordinary cancellation of the contract.

9 Other Provisions

- 9.1 Changes and additions to these terms and conditions and to contracts subject to these terms and conditions must be in writing or be confirmed in writing by both sides for them to take effect. This also applies to changes to this agreement regarding the written form. Electronic declarations are sufficient as written forms if the declaration's receipt and content are confirmed electronically by both sides.
- 9.2 Should a provision of these terms and conditions or of a contract subject to these terms and conditions be or become void or unfeasible, all other provisions remain unaffected. Void or unfeasible provisions will be replaced with effective and enforceable provisions, which most closely serve the business goal of the replaced provision. Accordingly, the preceding rule applies to unintended contractual loopholes.
- 9.3 These terms and conditions, contracts subject to these terms and conditions and all legal disputes arising from their coming about and their execution are subject exclusively to the law of the Federal Republic of Germany, except for the United Nations Convention on Contracts for the Sale of International Goods of 11th April, 1980.

- 9.4 The exclusive legal domicile for all disputes regarding or related to these terms and conditions and contracts subject to these terms and conditions are the courts of the judicial district of Berlin. The contractor reserves the right to file suit at any other court with legal jurisdiction.

II Contracts for the Production of Videos and other Multimedia Products

1 Scope of Services

- 1.1 The scope of services is determined by an individual description which specifies the contractual elements and the framework of services.
- 1.2 Following the conclusion of a contract, the contractor develops a film concept on the basis of the description of services and in coordination with the client, which is the foundation for the production and which puts the scope of services into concrete terms. The client is then provided with the film concept. Should the client not communicate any wishes to alter the film concept within ten business days of it having been provided, the film concept will be considered approved. Requests for changes received by the contractor within this period and which do not exceed the scope of services described will be considered by the contractor and incorporated into the film concept according to feasibility. The client will then be provided with the amended film concept. Within a period of five business days, the client may assert the claim that the requests for changes have not been incorporated in compliance with the contract. When this period has expired, the film concept is regarded as finally approved. Requests for changes made by the client at a later date are subject to the contractor's agreement.

2 Filming Date

- 2.1 The contractor will strive to schedule the necessary filming dates (one filming day equals eight hours) in coordination with the client. The specifics are outlined in Part I, subparagraph 7.3, and apply accordingly.

Film shooting/production commissioned must take place within 12 months of placement of order. Where this is not possible for reasons that lie within the responsibility of the client, this shall be deemed to be a breach of duty on the part of the client. The contractor may withdraw from the contract without further additional explanation after this period and/or a time limit set by him has lapsed, or resign on the basis of lack of cooperation. In the event of withdrawal from the contract, the contractor shall retain the right to remuneration. The claim for compensation shall amount to no less than 85% of the agreed remuneration, in the case of withdrawal from the contract. The client shall have the right to provide proof of higher cost savings or lower performance; the contractor shall have the right to demonstrate a higher share of remuneration.

- 2.2 If the filming date is rescheduled later than four weeks before the agreed-upon date, the contractor can claim extra expenditures due to the rescheduling, which are stipulated to be a lump sum of 950 EUR plus VAT. The right is reserved for the client to demonstrate lower extra expenditures.
- 2.3 If an agreement on a new filming date – for within the six weeks following the originally scheduled date – fails to be reached within two weeks after the cancellation of the original filming date and the contractor is not responsible for the failure, the contractor will propose three dates to the client. If the client accepts none of the proposed dates within a further period of two weeks, it will be considered a neglect of duty on the part of the client. Once this period has elapsed, the contractor may choose to withdraw from the contract without further notification and/or deadline or cancel the contract due to failure to participate. In the case of withdrawal, the contractor reserves the right to payment. In the case of cancellation, the claim to payment amounts to at least 85% of the agreed-upon fee. The right is reserved for the client to demonstrate greater expenditures saved or lesser services provided; the contractor reserves the right to demonstrate a greater fee percentage.

3 Approval

- 3.1 The contractor will provide the client with the completed production in the form and format agreed upon in the contract. If no other agreement exists, this will occur via an internal link that enables the video to be retrieved online. The client must formally approve the production within ten business days after it has been transferred. When the deadline has passed, the production will be considered as having been formally approved.
- 3.2 The basis for approval is the film concept. Significant deviations from the film concept are considered defects with regard to contents. Defects must be reported to the contractor within ten days in one complete and comprehensive communication. Changes requested in addition to this communication may only be considered at an additional cost.
- 3.3 After the production has been approved, the client receives an evidentiary data storage medium, usually a DVD, on which the production has been recorded in the contractually agreed upon format.

4 Rights

- 4.1 The rights to the format, film concept, raw material and any intermediate products and results remain with the contractor.
- 4.2 Excepting any deviating agreement, the production is intended for online distribution via the contractor's online platform and those of its partners. The rights necessary to

meet this purpose are transferred to the client once the condition of full payment of the stipulated fee has been met.

- 4.3 Insofar as it is authorised to do so, the contractor grants the client the right, unlimited with regard to time and place, to partially or completely distribute, release and/or show the contents provided on the evidentiary data storage medium for his/her own needs (own advertising, company events, trade fairs, presentations, etc., but not publishing in third-party media) free of charge. To this purpose, the client receives the right to reproduce the production to the necessary extent. DVD reproductions of up to 3,000 copies may be made without further contractual agreement. Potential claims to remuneration by third parties, such as copyright collectives, will remain unaffected.
- 4.4 All other rights to the production, in particular the unlimited right to broadcast/distribution via all of the contractor's current and future distributive means, in particular through the contractor's partners, lie exclusively with the contractor. Excepting any deviating agreements, the contractor reserves the right to publish all materials via its means of distribution and those of its partners.

5 Material Provided by the Client

- 5.1 Insofar as material – logos, images, videos, sound clips, music, etc. – provided by the client are to be used in the production, the client will provide the contractor with the material necessary for the publication no later than the date stipulated in the contract. If no date is stipulated, the material is to be provided no later than ten business days prior to the planned filming date. The date of the contractor's receipt applies.
- 5.2 The material is to be provided to the contractor according to the technical specifications appended to the contract. The client is responsible for the technical quality of the media intended for publication. If the media intended for publication are delivered in a format other than stipulated, the contractor reserves the right to convert the formats and to charge the client for the conversion costs. The contractor will attempt to obtain the client's consent before converting the format.
- 5.3 Concurrent with the transfer of material to be used, the client will inform the contractor of the details necessary for settling accounts with GEMA and/or other copyright collectives, in particular the names of the producer, the publisher, the composer, the title and the length of music used.
- 5.4 Material provided by the client may not violate statutory provisions, in particular the ITC guidelines, "the ITC Code of Advertising Standards and Practice," "the ITC Code of Programme Sponsorship" and "the Financial Services Act of 1986," any applicable treaties, the code of ethics recognised by the Zentralverband der Werbewirtschaft e.V. (ZAW) and the Deutscher Werberat, provisions for the legal protection of minors, or other press, advertising or competition regulations.

- 5.5 Once the production has been approved, the contractor is only required to save material provided by the client for three months. After the period of safekeeping has passed, the contractor reserves the right to delete the material. The material will only be returned to the client upon special written request.
- 5.6 The contractor has the right to refuse material on the basis of its origin, content, form, technical quality according to accepted objective standards, in particular if the content violates the contractor's interests.
- 5.7 If material is rejected for reasons for which the client is responsible, the client is required to immediately provide new and/or modified advertising material for publication to which the grounds for rejection do not apply. Should this replacement lead to production delays, the contractor reserves the right to charge the client for the additional costs.
- 5.8 The client guarantees that he/she has the copyrights, intellectual property rights and other rights – excepting distribution rights for the GEMA repertory – needed for the use of the film and footage materials as well as commercials provided and is authorised to grant the contractor the right of use according to this contract. The client guarantees that materials and content provided do not violate statutory provisions, and in particular competition regulations, special advertising laws, advertising guidelines and/or principles.
- 5.9 The client transfers all those rights of use necessary for the contractor's fulfilment of the contract to the contractor for the period of the services stipulated. The rights remain with the client in all other respects.

6 Warranty

The client's warranty claims lapse after 12 months.

III Contracts for the Distribution of Videos or other Multimedia Products via Online Platforms

1 Subject of Contract

The subject of the contract is the distribution of videos produced by the contractor or provided by the client via the contractually stipulated online platforms.

2 Release

By sending his/her own videos or approving a video produced by the contractor, the client automatically and simultaneously releases the video for publication to the contractually agreed upon extent.

If, for reasons for which the contractor is not responsible, approval is given after the contractually envisioned commencement of publication, publication will begin as soon as possible but will end on the contractually agreed-upon date. If no end date has been stipulated, but rather a term time, this term time will be shortened by the amount of time by which the starting date was delayed due to tardy approval. In this regard, the contractor is released from its service obligation. This shortening has no effect on the amount of the fee due; delays do not result in any savings for the contractor that could be offset. The right is reserved for the client to demonstrate the amount of expenditures saved.

The contractor reserves the right to charge for any additional costs resulting from the delay.

3 Delayed Payment

The contractor has the right to suspend the publication and distribution of the video for the duration of the client's being in arrears. The client has no claim to make up any publication time lost due to delayed payment.

4 Rejection

- 4.1 The contractor is not required to view or examine videos provided by the client prior to publication. The contractor reserves the right to reject videos provided by the client for distribution in accordance with the following provisions. The contractor will immediately notify the client of the rejection.

- 4.2 Video may be rejected if it is not compliant with statutory provisions or is not consistent with the contractor's interests.
- 4.3 The contractor also reserves the right to refuse video on the basis of its origin, content, form, technical quality according to accepted objective standards, in particular if the content violates the contractor's interests.
- 4.4 If material is rejected for reasons for which the client is responsible, the client is required to immediately provide new and/or modified videos for publication and distribution to which the grounds for rejection do not apply. Should this replacement advertising material be provided too late to maintain the agreed-upon first publication date or not be provided at all, the client remains responsible for paying the fee in full.
- 4.5 If material is rejected for reasons for which the client is not responsible, the client may withdraw from the order contract with respect to the rejected video and demand a refund of payments already made, insofar as these have not been used for publication already. All further claims by the client are excluded.

5 Rights

- 5.1 The client guarantees that he/she has and/or has obtained the copyrights, intellectual property rights and other rights – in particular from copyright collectives – needed for the use of the video provided and is authorised to grant the contractor the right of use according to the contract and these terms and conditions.
- 5.2 The client transfers all those rights of use necessary for the contractor's fulfilment of the contract to the contractor for the period of the services stipulated. The rights remain with the client in all other respects.
- 5.3 The client guarantees that materials and content provided do not violate statutory provisions, and in particular competition regulations, special advertising laws, advertising guidelines and/or principles.

6 Approval

No later than 2 weeks after receiving confirmation of the publication, the client will declare to the contractor that the broadcast was carried out according to the contract and its essential elements or notify the contractor of any failures to fulfil the contract. If no notification is given within this period, the publication is considered approved.

IV MovingIMAGE24 Online VideoManager

1 Scope of Services

- 1.1 During the contractually agreed upon period of service, the contractor provides the client with a tool for the administration, editing and online publication of videos as well as server capacity to the extent specifically stipulated (platform). The client has the right to use these tools to the extent stipulated in the contract and to administer, edit, distribute and publish multimedia content via the platform.

According to the individual assignment, the client receives user licences bound to the licensed person and email address. Platform access may not be given to persons who are not registered in the platform with their email address. It is possible to switch users at any time within the allocated user licences.

- 1.2 The contractor strives to make the videos administered available to the greatest possible extent.

The client has a right to a price reduction if the platform is available to the client's licensed users for less than 98% of the stipulated service period if the contractor is responsible for the problem and if the client informs the contractor of the problem in time.

Should the availability be less than 96% despite timely notification on the part of the client, the client has the right to an extraordinary cancellation of the contract. The availability applies to a full calendar year.

The client has a right to a price reduction if the videos are available to users on third-party websites on which the videos are incorporated and/or published via the platform for less than 98% of the stipulated service period if the contractor is responsible for the problem and if the client informs the contractor of the problem in time. Should the availability be less than 96% despite timely notification on the part of the client, the client has the right to an extraordinary cancellation of the contract. The availability applies to a full calendar year.

The guaranteed functional capability and availability is limited to common and current web browsers: Internet Explorer 7, Firefox 3, Safari, Opera.

The provision does not apply to regular maintenance work needed to enhance the platform's efficiency. Licensed users will be notified of maintenance work in a timely fashion, and when possible, maintenance will be done at times when it will interfere with use the least.

- 1.3 The contractor provides the contracting body with a video content pool as part of the VideoManager's range of services. The contracting body can use videos from the video content pool in any given framework and place videos in the video content pool.

The contracting body ensures that he or his authorised representative has all necessary rights to the videos which are placed in the video content pool by the contractor and which are also released for publication for third parties. He also ensures that no rights of third parties are violated. The contracting body absolves the contractor hereby from any claim for damages from third parties.

The contracting body ensures the use of the video content pool within the above-mentioned framework and purpose.

The videos provided in the video content pool can, in accordance with the General Terms and Conditions, be removed at any time and instantly by the contractor or contracting body.

2 Free access to VideoManager

- 2.1 In consultation with the client, the contractor can make cost-free access (free package) to the VideoManager available to the client. Thereby, this offer is directed exclusively to business customers of the client for internal and non-commercial use. A claim for the provision of free access through the contracting authority does not exist.
- 2.2 Free access is limited to connection to the clients own online presence under the set-down domain and does not include third-party portals or other (business) partners of the client.
- 2.3 The Contractor has the right to modify, expand or reduce all performance parameters (e.g. free traffic, free hosting, functions) at any time.
- 2.4 The offer will run for an indefinite period. The contractor is entitled to terminate this offer at any time by giving a notice period of one week. The right to an extraordinary notice of termination remains unaffected thereof. The contractor may also terminate performance by giving a notice period of one week. Termination is to be carried out as quickly as possible. Every termination will lead to the blocking of access to the VideoManager. Authoritative for the notice of termination is, in each case, the receipt of the notice.
- 2.5 Item 1.2 (Availability) of this section is not applicable to point 2, Free Access to the VideoManager. In addition, these T & C are applicable for the use of the free package.

3 Client's Responsibility Regarding Content

- 3.1 With regards to the service described in paragraph 1, the contractor is exclusively a technical service provider. The responsibility for recorded and published or distributed content lies exclusively with the client.
- 3.2 The client commits him/herself to administer, record, distribute or publish only those media whose content are in full compliance with German legal provisions. In particular, the client will not save or distribute content via the platform that glorifies violence, is racist, pornographic or otherwise inappropriate for minors, or offensive.
- 3.3 The client guarantees that only content which does not violate third-party rights will be distributed. The client guarantees the contractor that he/she owns the rights necessary for the saving, publication and distribution of the content, and in particular that he/she has obtained the necessary copyrights from copyright collectives and publishing houses.
- 3.4 The contractor does not conduct its own examination of the content; the contractor therefore has no obligation to point out any problematic content. The contractor reserves the right, however, to prevent the distribution or publication of legally problematic content without regard to deadlines and without notification – either permanently or temporarily until an evaluation of the content and a legally binding decision have been made. The contractor also reserves the right to delete the content or to partially or completely block access to some or all users.
- 3.5 The client commits him/herself to use the technical resources made available exclusively according to the terms of the contract. In particular, he/she will not save, distribute, publish or otherwise incorporate files into the services made available that could interfere with or endanger the system's technical operations.

4 Transfer of User Access Data

- 4.1 The client will transfer user access data exclusively for the purpose of using them within the scope of the contract. The client commits him/herself to inform all persons and organisations to whom he/she gives platform access of the terms of use and to point out explicitly that the responsibility for conformity with legal provisions lies solely with the client. This especially applies to third-party industrial trademark rights, copyright licensing, claims by copyright collectives or the guarantee of personal rights.
- 4.2 The client will inform the contractor of any improper use of user access data immediately, as well as of any and all infringement of security regulations.
- 4.3 The client is directly liable for the actions of his/her aides, authorised agents or other third parties in possession of the client's user access data. Farther-reaching claims remain unaffected.

- 4.4 The client is liable for any and every abuse of user access data, including the improper obtaining of user access data by third parties for which he/she is at least partly responsible due to negligence.

5 Data Backup

The contractor will strive to make regular backups of the saved data. The client will be responsible for making the most current data sets available. The contractor is only liable for data loss in the case of wilful intent or gross negligence.

6 Rights

The client only transfers those rights to the contractor that are necessary to the direct fulfilment of the contract; beyond the rights the contractor already may own, the contractor does not obtain any own rights in the course of fulfilment of the contract.

7 Delayed Payment, Termination of Contract

- 7.1 For the period in which a client is in arrears, the contractor has the right to block access to contractual services and/or to exclude content from distribution or publication.
- 7.2 The contractor reserves the right to delete content after the expiration of contract without giving notice. The client is responsible for saving/backing up content in time.

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www.JobTV24.de

www.MovingIMAGE24.de

The terms and conditions can be viewed at:

www.JobTV24.de/agb and

www.MovingIMAGE24.de/agb.

Disclaimer

These terms and conditions are an English-language translation of the original German and are for reference use only. The German-language original (Allgemeine Geschäftsbedingungen) represents the legally binding terms and conditions for all business transactions with JobTV24.