

## **Conditions of use of the website [www.SellaBand.com](http://www.SellaBand.com) and the associated services**

Welcome to the website of SellaBand. The general terms and conditions are described in the following. They define the contractual relationship between SellaBand and the natural and legal persons who are using SellaBand's tele-services (hereinafter called „USERS“). These terms and conditions shall apply to all users of the website [www.sellaband.com](http://www.sellaband.com). Provisions deviating from these terms and conditions shall only apply when they have been confirmed in writing by SellaBand.

Changes of these terms and conditions of use are specially indicated on the website and notified in writing, by e-mail, to registered users of SellaBand. In case the user does not object to such changes within two weeks after receipt of the notification, they are deemed to have been accepted. In case of a change of the general terms and conditions, the user is separately notified on the right of objection and the legal consequences of non-objection.

### **1. Offer on [www.sellaband.com](http://www.sellaband.com)**

SellaBand AG (hereinafter called SELLABAND) makes available free-of-cost information and data of other websites by means of hyperlinks (Internet links). This information and data exclusively serve the purpose of information, and the user cannot rely on their up-to-datedness, accuracy or completeness.

Forums are offered in real-time on the SellaBand website. The contents and information exchanged by users in these forums are not subject to any control by SellaBand. Users of these forums agree (i) not to restrict or inhibit the free access for other users, (ii) not to enter any content, information, software, or any other interactive material in the forums that infringes existing rights, especially pornographic, obscene or defamatory material or material that can damage other users or SellaBand, e.g. by viruses.

The user's right for using the website and its functions exists only in the context of the current state of the art. SellaBand may temporarily restrict its services when this appears necessary for limited capacities, server security and integrity and for any technical measures or maintenance activities in consideration of the users' justifiable interests.

Regarding the use of certain contents on the SellaBand website, additional provisions will be applicable that will be notified to the user within the offer in question.

SellaBand reserves the right to make changes of or supplements to any information and data supplied at any time without advance notice.

### **2. Property, copyright**

The contents of the SellaBand website are protected by copyright. Copying, changing, distributing or storing of information or data, and notably of texts, parts of texts, logos, music titles, parts of music titles or picture material, requires SellaBand's prior written agreement.

All trademarks and industrial property rights - possibly protected by third parties - mentioned within the Internet offer are unrestrictedly subject to the provisions of the registered owner's labeling and property rights in force at any given time. It cannot be concluded that brands or trademarks mentioned are not protected by third parties' rights.

The copyright for objects developed and published by SellaBand remains solely with SellaBand. Copying or using such pictures, sound documents, video sequences or texts in other electronic or printed publications is not allowed without SellaBand's prior and explicit consent.

### **3. General principles**

The user shall comply with the following rules and regulations when using the website:

The contents provided by the user may not violate the law, administrative orders or public policy.

The contents, descriptions and images used may not violate third parties' rights.

The user agrees not to endanger or disturb the functioning of the website in any way, and not to access data he/she is not allowed to access. Besides he / she must ensure that information transferred or data entered by him/her are not infected with viruses, worms etc.

The contents to be entered by the user shall be entered in the corresponding category. The user agrees to describe the contents truthfully and completely with words and pictures.

It is the user's responsibility to store and archive any information that can be viewed on SellaBand's website or that has been stored by SellaBand on a storage medium not linked to SellaBand (for instance for the purpose of furnishing evidence etc.).

Users who are won as customers of service or product providers via SellaBand's interactive websites, and notably Internet links, are customers of the provider. Solely the provider concerned is responsible for all information, contents and information on products or services. They do not represent a purchase recommendation by SellaBand.

### **4. Cancellation and termination**

SellaBand can take the following measures when there are concrete signs of users violating legal provisions, third party rights or these general terms and conditions, or when it is necessary for protecting of other users:

Deletion of contents from the website [www.sellaband.com](http://www.sellaband.com)

Restriction of the use of the website

Preliminary blocking of registered users

Final blocking of registered users

The user can terminate the agreement any time by giving SellaBand a written notification or by sending an e-mail to [info@SellaBand.com](mailto:info@SellaBand.com)

SellaBand can terminate the agreement with 14 days of notice to the end of each month. This does not affect the right of blocking or terminating the agreement for an important reason without a notice of termination.

### **5. Indemnity**

The user indemnifies SellaBand of all claims the user or other third parties may make against SellaBand for any infringement of their rights through contents entered by the user. The user will bear all costs associated with SellaBand's legal defense, including court and lawyers' expenses. These provisions shall not apply when the user is not liable for the infringement.

### **6. Restriction of liability**

SellaBand's liability is restricted to damage caused intentionally and by gross negligence as far as it does not concern the violation of an obligation that is essential to the agreement or damage to life, body or health. The same applies to the liability of SellaBand's representatives. Except for intention and gross negligence, liability shall be restricted to the damage that is typically foreseeable at the time the agreement is concluded.

SellaBand does not accept any liability for direct or indirect damage caused by the use of information or data to be found on the website [www.sellaband.com](http://www.sellaband.com). SellaBand does not accept any liability for contents or the functioning, freedom from errors or legality of third parties' websites to which reference is made through links on the SellaBand website.

SellaBand does not accept any liability for contents and information entered in the forums.

SellaBand does not accept any liability for failures within the service network not caused by SellaBand.

## **7. Written form, applicable law and jurisdiction**

All the declarations transmitted in connection with the use of the website must be made in writing. This may be done by sending an e-mail.

When the user is an entrepreneur, the provisions of these general terms and conditions are subject to material German law excluding UN purchasing law. When the user is a consumer, agreements including these general terms and conditions are subject to German law as far as this does not conflict with binding legal provisions, and notably provisions of the law on consumers' protection.

When the user is a merchant in the sense of the Commercial Code, a legal person of public right, or a Federal Special Fund, SellaBand's head office shall be the exclusive place of jurisdiction for all claims arising from the use of the website. The same applies to persons who do not have a general place of jurisdiction in Germany or persons who, after conclusion of the agreement, have moved their habitual residence or abode to outside of Germany or whose habitual residence or abode is not known when legal proceedings are instituted.

## **8. Validity of the agreement**

Should individual provisions of these conditions of use be or become void or ineffective and/or conflict with legal provisions, then this will not affect the validity of any other conditions of use. The ineffective provisions shall be replaced by the parties to this agreement by provisions that best meet the economic purpose of the ineffective provisions in a legally effective way. This shall correspondingly apply to any missing provisions.