General Terms and Conditions (GTC)

These General Terms and Conditions apply to all contracts carried out between sePTemsoft UG and its clients.

The terms and conditions are agreed upon, if the client does not object to them immediately after the access.

1 Copyright and Licenses

1.1 sePTemsoft UG transfers the user rights required for the respective purpose of use to the customer. Unless otherwise agreed in the license agreement, only the simple, non-exclusive right of use shall be transferred. sePTemsoft UG shall in any case, even if it has granted the exclusive right to use, retain the right to use its designs and reproductions thereof within the framework of self-promotion.

1.2 A transfer of the rights of use to third parties requires a written agreement between sePTemsoft UG and the customer. The rights of use shall be transferred to the client only after the payment has been paid in full.

2 Compensation

2.1 The remunerations are net values payable, plus statutory value-added tax and without deductions.

2.2 The remuneration is due upon delivery of the files. If the files are taken in part, a partial remuneration of at least half of the total remuneration shall be paid upon acceptance of the first partial delivery.

2.3 If a contract (verbal or in written form – e.g. as acknowledgement of order) especially regarding, but not limited to, shooting of videos/photos, cutting, post-production or complete video production between the client and the sePTemsoft UG is cancelled by the client, the sePTemsoft UG reserves the right to charge for the services already performed, including planning and preparation. In any case at least 35% of the initally agreed upon amount are to be paid by the client.

2.4 If the designs are used again or to a greater extent than originally planned, the client is obliged to pay a usage fee adjusted for the additional use.

3 External services

3.1 Insofar as third-party services are required, sePTemsoft UG is entitled to order the necessary third-party services for the order fulfillment in the name and for the account of the customer. In this case, the client is obliged to give sePTemsoft UG written authorization.

3.2 Insofar as individual contracts are concluded in the name and on behalf of sePTemsoft UG, the client is obliged to release sePTemsoft UG from all liabilities

resulting from the conclusion of the contract, in particular from the obligation to pay the price for third-party services.

4   **Publication of Data**

4.1   Delivery is, unless separately agreed to, in the form of an email.

4.2   If sePTemsoft UG has provided the client with files and data, these may be altered but the resulting work is still protected by copyright and may not be passed on to third parties or sold. In addition, altered works may not be used to a different extent than agreed in the license agreement.

4.3   Risk and cost of transport of data media, files and data online and offline are borne by the client.

4.4   sePTemsoft UG shall not be liable for any defects of data carriers, files or data, except in cases of intent and gross negligence. The liability of sePTemsoft UG is excluded in the case of errors in data carriers, files and data, which arise during the data import onto the system of the client.

5   **Liability**

5.1   The designer and sePTemsoft UG shall only be liable for damages if they themselves or their fulfillment agents have been deliberately or grossly negligent. This also applies to damages resulting from a positive breach of contract or an illegal act.

5.2   The dispatch and return of work and documents are at the risk and expense of the client.

5.3   By accepting the work, the client assumes the responsibility for the correctness of text and image.

5.4   The designer and sePTemsoft UG are not liable for the competition and trademark lawfulness of the registration or for any other legal protectability of the registered design of the product.

5.5   Notice of complaints and complaints of any kind must be made in writing to sePTemsoft UG within two weeks after delivery. Thereafter, the work shall be deemed to be accepted in accordance with the contract and without defects.

6   **Freedom of design and templates**

6.1   Within the scope of the order, sePTemsoft UG is allowed freedom of design. If the customer wishes to make changes during or after production, he shall bear the additional costs.

6.2   If the execution of the order is delayed for reasons which the customer is responsible for, sePTemsoft UG can demand a reasonable increase in the remuneration. In case of willful intent or gross negligence, sePTemsoft UG may also claim for damages.

6.3   The client guarantees that he is entitled to use all the templates submitted to the designer and sePTemsoft UG and that these templates are free of third-party rights. If, contrary to this insurance, he is not entitled to use the software, or if the templates are not free of third party rights, the customer shall release the designer and sePTemsoft UG from all third party compensation claims.

7   Final provisions

7.1   In the event that the client does not have a general court of jurisdiction in the Federal Republic of Germany or relocates his domicile or usual place of residence after conclusion of the contract, the location of sePTemsoft UG is agreed as the court of jurisdiction.

7.2   If one of the above terms and conditions be invalid, this shall not affect the validity of the remaining terms.