

## Terms and Conditions for the enforcement of legal claims by COPYTRACK GmbH

These general terms and conditions (in the following "AGB") regulate the commissioning of COPYTRACK with the assertion of claims due to copyright infringements (management contract).

### **1. Definitions of terms**

- 1.1 "Rights owner" within the meaning of these provisions are the owners of the image rights and customers of COPYTRACK.
- 1.2 "Picture" or "pictures" within the meaning of these provisions are photographs, photographic works, graphics, illustrations, drawings and pictorial representations to which the rights owner holds the copyright or rights of use under copyright law.
- 1.3 "Image rights" within the meaning of these provisions are the exclusive rights of the rights owner to use the images in physical and non-physical form, in particular the right to use the images and illustrations thereof also for advertising purposes as well as for other commercial (e.g. illustration of images, data carriers, in magazines etc.) and private purposes, the right to duplicate and distribute in the multimedia sector (e.g. (CD-ROM, DVD, DVD-ROM, etc.), the right to upload and download the images on the Internet (right of public access), the right to edit the images and combine them with texts and other images, as well as other rights, in particular contractual rights, which enable the rights holder to assert claims for damages and/or injunctive relief arising from the unlawful use of the images.
- 1.4 "Image rights infringer" within the meaning of these provisions is the person who uses images of the rights owner on the Internet or in any other way, intentionally or negligently without holding the necessary rights.
- 1.5 "COPYTRACK picture search engine" in the sense of these regulations is a software of COPYTRACK, which finds duplications and publications of pictures on websites.
- 1.6 "COPYTRACK-App" within the meaning of these provisions is the user platform accessible via the COPYTRACK platform, via which the user can view his customer account, upload images and view the results of the COPYTRACK image search engine and instruct the assertion of his rights.
- 1.7 "COPYTRACK Services" within the meaning of these provisions includes all services offered by COPYTRACK, in particular the COPYTRACK platform, the COPYTRACK app, the COPYTRACK image search engine and the assertion of claims.

### **2. Scope of application**

- 2.1 The offer of COPYTRACK is directed to consumers, entrepreneurs, legal entities as well as corporations and persons under public law.
- 2.2 These provisions apply to all business relations of COPYTRACK. Terms and conditions of the contracting party shall not apply, even if COPYTRACK does not separately contradict their validity in individual cases.

### **3. Description of services, procedure**

- 3.1 Using the COPYTRACK image search engine, the rights owner is able to find uses of images on the Internet for which he holds image rights. The usages are displayed in the COPYTRACK app. If the rights owner is convinced that one of the uses found by COPYTRACK violates his image rights, the rights owner assigns COPYTRACK with the subsequent licensing of the concrete use or the assertion of his resulting claims.
- 3.2 After the assignment, COPYTRACK will first submit an offer to the image rights infringer to conclude a license agreement with a license fee determined by the rights holder ("subsequent licensing"). The license fee corresponds to the amount of the fee that the rights owner and a third party would reasonably have agreed upon for a comparable use in terms of type and scope, taking into account the circumstances of the concrete use of the image (license analogy). If the infringer accepts the offer and pays the required license fee, COPYTRACK grants the infringer a simple, spatially unlimited, content wise and temporally limited, not sublicensable, not transferable right of use without the obligation of a copyright naming for the reproduction and public representation of the picture on the web page of the infringer, on which the infringement took place. The license begins at the point in time at which the copyright infringement took place for the first time according to COPYTRACK's knowledge. The scope of the license is conclusively regulated in the General Terms and Conditions for Image Users.
- 3.3 If a license agreement with the image rights infringer is not concluded, COPYTRACK will, at its own discretion and at its own expense, enforce a reasonable compensation calculated according to the respective legal and factual situation, as a rule according to the license analogy, and as far as possible further claims, in particular injunctive relief and information claims, against the image rights infringer. If COPYTRACK considers an enforcement of the rights by the rights owner himself to be more suitable and/or more promising, or if this is legally required, COPYTRACK will submit an offer to the rights owner to bear the costs of legal prosecution for legal enforcement on behalf of the rights owner (legal cost financing agreement) or have a comparable agreement from third parties presented which ensures that the enforcement of the rights by the rights owner does not represent a financial risk for him (cost risk coverage). The provisions governing the coverage of costs shall be subject to a separate contract. The choice whether and how the compensation is claimed is up to COPYTRACK.

- 3.4 COPYTRACK does not owe a certain success in performance. The rights owner acknowledges that the successful enforcement of claims and the realization of payments for image rights infringements depends on various factors which are specified by the applicable legal systems and which COPYTRACK cannot influence. COPYTRACK does not assume any guarantee for the successful enforcement of claims or the amount of payments. In addition, the success of payments also depends on the ability of the infringer to pay. This circumstance cannot be influenced by COPYTRACK. COPYTRACK may not provide services prohibited by other countries' laws and ordinances.
- 3.5 COPYTRACK is entitled, at its own discretion, to deviate from the amount of the license fee determined by the rights holder and also to conclude agreements which stipulate a lower license payment if COPYTRACK deems this appropriate or in the sense of a quick amicable settlement to be expedient or if the originally demanded sum cannot be obtained for legal, actual or economic reasons. The same shall apply mutatis mutandis to the damages claimed against the infringer of the image rights. COPYTRACK is entitled to conclude instalment payment agreements with the image rights infringer.

#### **4. Conclusion of contract**

- 4.1 The cases found via the COPYTRACK image search and displayed in the COPYTRACK app only represent an invitation to submit an offer for the conclusion of a contract for the assertion of the rights of the rights owner (management contract) and not a legally binding offer from COPYTRACK.
- 4.2 The assignment of COPYTRACK to enforce the claims of the rights owner can be initiated by the rights owner by selecting the respective image, entering the complete requested data on the COPYTRACK platform and clicking on the "submit binding order" button. Before the final conclusion of the contract, the rights owner is given the opportunity to check his data for correctness and to correct it by using the back button of his browser. By clicking on the "submit binding order" button, the rights owner submits a binding offer to COPYTRACK to conclude a management contract. Only with the submission of the case to COPYTRACK screenshots of the infringement will be taken, prior to this COPYTRACK will not take any measures to preserve evidence.
- 4.3 With the change of the case status visible in the COPYTRACK app to "processing", the offer of subsequent licensing to the image rights infringer or through the assertion of license payments or damages against the image rights infringer, COPYTRACK accepts the offer of the rights owner, so that an effective and binding contract is concluded.
- 4.4 COPYTRACK is not obliged to accept every offer of the rights owner to conclude a management contract. COPYTRACK may reject an offer in particular if the chances of success of the assertion of the claims are low due to actual, legal or economic reasons.

#### **5. Fiduciary assignment / rights of use**

- 5.1 The rights owner assigns COPYTRACK and with the assignment transfers his claims from the picture right injuries (main and secondary claims) to COPYTRACK for the purpose of the debt collection. COPYTRACK accepts the cession. COPYTRACK is entitled to disclose the cession and to report the violations of the image rights as well as the person of the rights owner to the image rights infringer.
- 5.2 COPYTRACK is entitled to conclude subsequent licensing of the disputed picture with the infringer of the picture rights and to assert corresponding license payments and to demand payment to itself. For this purpose, the rights owner grants COPYTRACK a simple, nonexclusive, worldwide, sublicensable, transferable right of use to the disputed images for the duration of the contract. The rights owner waives the enforcement of claims against COPYTRACK and licensees of COPYTRACK arising from omitted author or source information.

## **6. Extrajudicial and judicial enforcement by COPYTRACK**

- 6.1 COPYTRACK is entitled to initiate the enforcement of the assigned claims of the rights owner through third parties (e.g. collection companies, lawyers), at its own discretion, as well as all further out-of-court collection measures with regard to the payment of damages, which are useful to realize payments on the part of the rights infringer. COPYTRACK is entitled to collect payments for the rights holder (power to collect).
- 6.2 COPYTRACK is entitled to take all measures which are suitable or necessary to enforce the claims of the rights owner or to strengthen his legal position. This includes, in particular, the registration of the image rights of the rights owner in public and private copyright registers on behalf of the rights owner.
- 6.3 Unless otherwise agreed, COPYTRACK shall conduct the proceedings under assigned rights and assume the litigation risk. COPYTRACK is free to terminate extrajudicial or judicial actions at any time without giving reasons.

## **7. Enforcement of the claim by the customer/ re-assignment**

- 7.1 If COPYTRACK considers the enforcement of the claims in the own name of the rights owner to be more promising and if the rights owner accepts COPYTRACK's offer to conclude a legal cost financing agreement or a cost risk assumption of a third party in connection with COPYTRACK in accordance with section 3.3 and if he commissions a cooperation partner designated by COPYTRACK with the enforcement of his rights, COPYTRACK shall assign the claims in accordance with section 5.1 to the rights owner. The rights owner accepts the assignment.
- 7.2 If COPYTRACK considers the enforcement of the claims in the own name of the rights owner to be more promising or if this is legally required and if the rights owner does not accept the offer of COPYTRACK to conclude a legal cost financing contract or a cost risk assumption of a third party in connection with COPYTRACK according to clause 3.3, COPYTRACK can choose whether COPYTRACK continues to enforce the claims of the

rights owner in its own name or terminates the management contract with the rights owner without notice. If COPYTRACK terminates the contract, COPYTRACK assigns the claims according to section 5.1 back to the rights owner. The rights owner agrees to the assignment. In addition, COPYTRACK is entitled in this case to reimbursement of expenses in the amount of 45% of the claim made against the infringer of the image rights to compensate COPYTRACK for the expenses incurred to date. It is equivalent to a cancellation if COPYTRACK closes the case in the COPYTRACK app.

- 7.3 If COPYTRACK terminates the contract of management in accordance with clause 7.2, COPYTRACK shall provide the rights owner, at his request, with the proof of use in electronic form, in particular screenshots of the use of the picture on the website of the rights infringer, in return for payment of the lump sum for expenses stated in clause 7.2. Further claims on handing over of documents, in particular correspondence, which COPYTRACK or a third party commissioned by COPYTRACK has led with the image rights infringer, are not available to the rights owner. COPYTRACK reserves the right to hand over documents to the rights owner if the rights owner can prove that he needs them for legal proceedings.

## **8. Remuneration (performance commission)/payment of receivables collected**

- 8.1 COPYTRACK receives a performance-based remuneration for its services in the amount of the agreed percentage of the enforced payments (hereinafter referred to as "performance commission"). The calculation basis for the success commission is the amount paid as license payment or damages by the image rights infringer on the principal claim less the costs incurred for enforcement, in particular the costs of commissioning lawyers, legal service providers, external debt collection service providers, credit agencies and court and foreclosure costs, insofar as these are not borne by the image rights infringer, as well as costs for the registration of the image rights and (bank) transaction costs. If the costs of enforcement exceed the amount paid by the infringer, COPYTRACK shall bear the excess costs. In this case, the rights owner has no claim to payment of the payment received from the infringer. If the infringer does not pay for a specific purpose, COPYTRACK is entitled to first use the payments received to settle the costs incurred for the enforcement of the rights.
- 8.2 The entitlement to success commission also exists if the payment, due to the services provided by COPYTRACK according to these Terms, was made in whole or in part to the rights holder or otherwise charged. The rights owner is only entitled to set off the success commission against COPYTRACK if the counterclaim has been legally established or is not disputed by COPYTRACK.

- 8.3 The amount of the commission depends on the means by which the claim was successfully enforced. In detail, COPYTRACK calculates the following net percentages:

<b>Commission for subsequent licensing</b>	<b>Commission for Commercial dunning procedure</b>	<b>Commission for prejudicial claim enforcement</b>	<b>Commission for judicial claim enforcement</b>
<b>45%</b>			

- 8.4 If the claim initially asserted by COPYTRACK is not fully realized, but only a partial amount of the claim, COPYTRACK shall calculate the commission for success only on the enforced partial amount.
- 8.5 COPYTRACK is entitled to deduct the success commission to which it is entitled from the rights holder directly from the payments received by COPYTRACK, § 367 BGB applies accordingly. Third parties who have been commissioned with the enforcement of the claims of COPYTRACK itself or within the framework of the process financing contract by the holder of the rights are entitled to pay the payments received from the infringer of the image rights directly to COPYTRACK for the purpose of settlement with the holder of the rights.
- 8.6 The success commission is due with the payment of the amount collected by the infringer of the image rights, which was paid as license payment or compensation by the infringer of the image rights. This amount will be paid to the rights owner when it has been fully booked at COPYTRACK, in case of an instalment agreement with the last payment instalment. If due to the legal, economic or actual situation a complete payment is not to be expected, COPYTRACK can declare a waiver of the rest of the outstanding claim.
- 8.7 COPYTRACK is only obliged to the final account and payments to the rights owner as soon as COPYTRACK has received all documents necessary for the account. This applies in particular to the account connection to the SEPA scheme. Any costs incurred as a result of the rights holder failing to provide or incorrectly providing his account details shall be borne by him.

## **9. Interest, reminder fees**

- 9.1 Interest and reminder fees which incur after the assignment of the main and ancillary claims remain with COPYTRACK and are not paid to the rights owner. They are not used to calculate the commission entitlement.
- 9.2 Possible interest and reminder fees, which were incurred before assignment of the main and secondary claim, will not be claimed by COPYTRACK against the infringer of the image rights.

## **10. Obligations of the rights owner**

10.1 The rights owner undertakes to cooperate to the necessary extent in the enforcement of the claim, in particular to provide all necessary information without delay and to make available documents which are necessary in terms of reason and amount for the presentation of the claim. This applies in particular to evidence of the amount of the rights owner's usual licensing practice such as unblackened invoices, price lists etc. and evidence of the chain of rights if the rights owner derives his picture rights from third parties. As far as this is considerably necessary for the enforcement of a claim, COPYTRACK can name the customer as a witness in court.

10.2 The rights holder is obliged to provide documents requested by COPYTRACK immediately. In particular, this includes the general confirmation of COPYTRACK's assignment, the case-specific confirmation of assignment and confirmation of authorship or confirmation of rights ownership, which are to be sent in original writing. COPYTRACK will send these to the rights owner by e-mail to the e-mail address saved in the customer account. If the rights owner derives his rights from third parties (e.g. the author), he is obliged to provide COPYTRACK with evidence of the chain of rights suitable for legal proceedings, e.g. in the form of a written declaration by the original rights owner or author.

10.3 If the rights owner does not comply with the obligations mentioned under numbers 10.1 and 10.2 for reasons for which he is responsible within 28 days after the first written request (email, In-App or fax) by COPYTRACK, COPYTRACK is entitled to terminate the management contract with the rights owner without notice. It is equivalent to a cancellation if COPYTRACK closes the case in the COPYTRACK app. If COPYTRACK terminates the contract, COPYTRACK assigns the claims according to clause 5.1 back to the rights owner. The rights owner accepts the assignment. In addition, COPYTRACK is entitled in this case to reimbursement of expenses in the amount of 45% of the claim asserted against the infringer of the image rights to compensate COPYTRACK for the expenses incurred to date. Further claims for reimbursement of expenses and damages by COPYTRACK remain unaffected.

10.4 If COPYTRACK discontinues the case according to clause 10.3, the rights holder must also indemnify COPYTRACK against any pre-judicial or judicial costs incurred for COPYTRACK in this matter.

10.5 The rights owner undertakes to initially offer COPYTRACK any infringement found via the COPYTRACK image search for the assertion of the resulting claims. Only if COPYTRACK has rejected the conclusion of a management contract, the rights owner is entitled to assert the claims himself or through third parties.



10.6 Before submitting a case, the rights owner undertakes to carefully examine the factual and legal situation. If COPYTRACK has to close a case for reasons of which the rights owner was or should have been aware or which were obvious to him, e.g. because a valid license existed and the rights owner could have recognized this, COPYTRACK is entitled to charge the rights owner for the expenses incurred by COPYTRACK so far.

## **11. Rights guarantee, indemnity**

11.1 The rights owner assures and warrants that he is the owner of the image rights and that the images which are the subject of the management contract are free from third-party rights, in particular that they do not infringe any copyrights or other rights of third parties, such as design rights, trademark rights or personal rights.

11.2 The rights owner assures and guarantees that all information provided by the rights owner at the time of submission of the case, in particular regarding himself, the pictures, the distribution channels of the pictures, his legal position and the person infringing the picture rights, are true.

11.3 The rights owner affirms and warrants that the information on his usual licensing practice pursuant to Section 3.2 has been given to the best of his knowledge and that the stated values correspond to his usual licensing practice and that he can also prove this by submitting suitable evidence, e.g. unblackened invoices, price lists or general terms and conditions which he has already used in the past. If COPYTRACK suffers financial damage as a result of excessive values which do not correspond to the verifiable licensing practice of the rights owner, this damage must be compensated by the rights owner. The aforementioned regulations do not apply if the rights holder has no licensing practice and informs COPYTRACK of this before or when submitting the case or uses a license table provided by COPYTRACK which is below the values of the picture fees of the Mittelstandsgemeinschaft Foto-Marketing (MFM).

11.4 If the rights owner violates his obligations according to numbers 11.1 to 11.3, COPYTRACK is entitled to terminate the management contract with the rights owner without notice. It is equivalent to a cancellation if COPYTRACK closes the case in the COPYTRACK app. If COPYTRACK terminates the contract, COPYTRACK assigns the claims according to clause 5.1 back to the rights owner. The rights owner accepts the assignment. In addition, COPYTRACK is entitled in this case to reimbursement of expenses in the amount of 45% of the claim asserted against the infringer of the image rights to compensate COPYTRACK for the expenses incurred to date. In addition, the rights owner indemnifies COPYTRACK against any pre-judicial or judicial costs arising for COPYTRACK in this matter. Further claims for reimbursement of expenses and damages by COPYTRACK remain unaffected.

11.5 The rights owner exempts COPYTRACK from all claims of third parties, which arise against COPYTRACK from the violation of the aforementioned assurance. In this case, the rights owner shall bear all costs incurred by COPYTRACK as a result of claims by



third parties. Reimbursable costs also include the costs of an appropriate legal defense including court and lawyer's fees in the statutory amount.

11.6 In the event of a claim by third parties as described above, the rights owner is obliged to provide COPYTRACK immediately, truthfully and completely with all information which may be necessary for the examination of the claims and for the defense.

## **12. Right of revocation**

If the customer is a consumer, he has a right of withdrawal. Consumers are any natural person who enters into a legal transaction for purposes which cannot be attributed primarily to their commercial or independent occupation.

### **Right of revocation**

You have the right to revoke this contract within 14 days without giving reasons. The withdrawal period is 14 days from the date of conclusion of the contract. To exercise your right of revocation, you must contact us (COPYTRACK GmbH, Dresdener Straße 31, 10179 Berlin, phone: 030 – 809332900, Fax: 030-809332-999, e-mail address: [contact@copytrack.com](mailto:contact@copytrack.com)) by means of a clear statement (for example, a letter sent by mail or by e-mail) about your decision to revoke this contract. You can use the enclosed sample revocation form, this is however not required.

In order to maintain the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

### **Consequences of revocation**

If you revoke this agreement, we will pay you all the payments we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favorable standard delivery offered by us ) within a period of fourteen days from the date on which the notice of revocation of this contract has been received by

us. For this repayment, we use the same method of payment that you used in the original transaction, unless you explicitly agreed otherwise; in any case you will not be charged fees for this repayment.

If you have requested that the service be commenced during the period of revocation, you shall pay us a reasonable amount equal to the proportion of the services already provided to us by the exercise of the right of revocation with respect to this contract services rendered compared to the total amount provided for in the contract services equivalent.

### **Special instructions**

Your right expires prematurely if the service has been completed by us and started the execution of the contract only after explicit consent and you have confirmed your knowledge before execution of the contract that you will lose your right with complete fulfillment of the contract on our part.

### **Model withdrawal form**

(If you want to cancel the contract, then please fill out this form and send it back to us.)

To COPYTRACK GmbH, Dresdener Straße 31, 10179 Berlin, Telephone: 030 – 809332-900, Fax: 030-809332-999, mail: [contact@copytrack.com](mailto:contact@copytrack.com)

I / we (\*) hereby revoke the contract concluded by me / us (\*) for the purchase of the following goods (\*) / the provision of the following service (\*):

Ordered on (\*) / received on (\*)

Name of consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only in the case of a communication on paper) Date

(\*) Delete as appropriate.

End of revocation instruction

## **13. Consumer dispute resolution**

**COPYTRACK is in principle not willing and obligated to participate in dispute resolution procedures before a consumer arbitration board.**

## **14. Contract duration and termination**

14.1 The management contract with COPYTRACK ends when the image rights infringer has acquired and paid for a subsequent license or has completely fulfilled the claims asserted against him and COPYTRACK's payments have been made to the rights owner or the rights owner has asserted his claim in his own name in accordance with sections 3.3 and 7.1.

14.2 COPYTRACK has the right to terminate the contract at any time, without giving reasons and without observing a period of notice by declaration in text form (§ 126b BGB). This applies in particular if the asserted claims cannot be enforced or cannot be reasonably enforced for legal, factual or economic reasons. It is equivalent to a cancellation if COPYTRACK closes the case in the COPYTRACK app.

14.3 The rights owner has the right to terminate the contract at any time, without giving reasons and with a notice period of two weeks by declaration in text form (§ 126b BGB). Upon termination, reimbursement of expenses in accordance with clause 8.3 of the contract, measured on the basis of the license or compensation sum on which the case is based, shall become due. In addition, the customer shall indemnify COPYTRACK against all costs incurred to COPYTRACK as a result of the subsequent licensing or legal enforcement of the customer's claims or as a result of the termination, in particular if COPYTRACK has already taken legal or judicial action.

14.4 In addition, the contractual relationship can be terminated at any time with immediate effect by the rights holder as well as by COPYTRACK for good cause. COPYTRACK reserves in particular the right to terminate for good cause if the rights owner culpably violates the duties and obligations in the sense of paragraphs 10, 11, 15.

## **15. Law enforcement only by COPYTRACK, multiple assignment, pledging**

15.1 The rights owner will not at the same time, during the commissioning of COPYTRACK, commission third parties with the subsequent licensing, amicable settlement or enforcement of claims arising from the same infringement or enter into negotiations with the image rights infringer himself, conclude subsequent licensing, enforce claims against the image rights infringer or amicably settle these.

15.2 If the rights owner violates his obligations according to paragraph 15.1, COPYTRACK is entitled to terminate the management contract with the rights owner without notice. It is equivalent to a cancellation if COPYTRACK closes the case in the COPYTRACK app. If COPYTRACK terminates the contract, COPYTRACK assigns the claims according to clause 5.1 back to the rights owner. The rights owner accepts the assignment. In addition, COPYTRACK is entitled in this case to reimbursement of expenses in the amount of 45% of the claim asserted against the infringer of the image rights to compensate COPYTRACK for the expenses incurred to date. In addition, the rights owner indemnifies COPYTRACK against any pre-judicial or judicial costs incurred by COPYTRACK in this matter. Further claims for reimbursement of expenses and damages by COPYTRACK remain unaffected. In addition, COPYTRACK shall be indemnified by the rights owner from the claims of third parties which COPYTRACK has incurred within the scope of the assignment by the rights owner.

15.3 The rights owner is obliged not to assign or pledge the claims arising from infringements of image rights, the collection of which COPYTRACK has been commissioned to collect, to third parties without the written consent of COPYTRACK.

## **16. Liability**

16.1 COPYTRACK is liable without limitation if damage was caused by intent or gross negligence.

16.2 For slight negligence COPYTRACK is liable only if it is about a violation of essential obligations and thereby the achievement of the contract purpose is endangered or if COPYTRACK violates obligations whose fulfilment makes the proper execution of the contract possible and if the user trusts in the observance of these obligations regularly (cardinal obligations). In this case COPYTRACK is only liable for the foreseeable, contract-typical damage.

16.3 The above limitations of liability shall not apply in the event of injury to life, limb or health.

16.4 As far as the liability of COPYTRACK is excluded or limited, this also applies to the personal liability of COPYTRACK employees, representatives and vicarious agents.

## **17. Final provisions**

17.1 The laws of the Federal Republic of Germany shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

17.2 Contracts that have been concluded with COPYTRACK in electronic business transactions will not be stored after the conclusion of the contract and will not be made accessible to the contractual partner.

17.3 Place of jurisdiction for disputes arising from or in connection with contracts between COPYTRACK and the users, who are merchants, legal entities under public law or special funds under public law, is the registered office of COPYTRACK in Berlin.

17.4 COPYTRACK reserves the right to modify these terms and conditions if a change in the legal situation, supreme court jurisdiction or market conditions so requires. COPYTRACK will send the contract partner the amended terms and conditions by e-mail at least four weeks before they come into effect and will point out the intended validity of these new terms and conditions and the user's right to object to the validity of the new terms and conditions. If the contractual partner does not object to the validity of the new General Terms and Conditions within this period or if he logs in to the COPYTRACK services after the amended General Terms and Conditions have come into effect, the new General Terms and Conditions shall be deemed to have been accepted. COPYTRACK will point out to the users the importance of the fourweek period, the right of objection and the legal consequences of silence in a suitable form.



17.5 Amendments and supplements to these Terms and Conditions must be made in text form (§ 126b BGB).

17.6 The contract language is German. Insofar as the terms and conditions are available in another language and the translation deviates from them, the German version shall prevail.

Status of the Terms and Conditions: 1. May 2020