

Terms of Service and Privacy Statement

By **using** the **Websites** you enter into an agreement with the **Operator** and acknowledge that you have read, understood, and agree to be bound by the following **Terms of Service** and **Privacy Statement**.

Different provisions shall apply only if explicitly acknowledged by **Operator** in writing.

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I. Definitions

- **Websites**: means the content that can be accessed through <http://www.audio-bar.com>, <http://www.audio-bar.de>, <http://www.audio-bar.net>, <http://www.audio-bar.eu> and <http://www.video-bar.com>, <http://www.video-bar.de>, <http://www.video-bar.net>, <http://www.video-bar.eu>;
- **Operator**: means Cinematographische Commerz-Anstalt, Tristelstrasse 34, FL-9497 Triesenberg, Liechtenstein, that operates the **Websites**;
- **Registered Users**: means users of the Websites that have requested a user account and have been activated by the Operator;
- **Film Clips** : means short excerpts of copyrighted and licensable films from the „Hal Roach Library“;
- **License Territory**: means the World minus North-, Central- and South-America;
- **Stream**: means the digital transmission of audiovisual media over the internet by the **Operator** onto an internet-ready device for purposes of real-time viewing, excluding temporary or permanent downloads, copying, saving or redistribution;
- **Using**: means accessing, browsing, or downloading content and making use of any of the services offered on the **Websites**.

II. Terms of Service

1. Using the Websites

1.1. **Using the Websites outside the License Territory including registrations is prohibited irrespective of the place of residence.**

1.2. The **Websites** are a pure Business-to-Business platform that is not available to private persons ('consumers' according to § 13 BGB). **Film Clips** are available as part of the **Websites** either as a **Stream**, or as downloads that have been activated and unlocked upon request. **Film Clips** serve as previews only for **Registered Users** that are interested in licensing films, clips or pictures of the „Hal Roach Library“. All content including the **Film Clips** are subject to intellectual property rights of the **Operator** and its Licensors.

1.3. Unless explicitly allowed by the **Operator** in writing on an individual basis, any utilization, processing, modification, copy, or distribution of the **Film Clips** is prohibited, neither in part nor as a whole, neither commercially nor non-commercially. Prohibited actions include e.g.

- permanent storage, distribution, or making available on any media or electronic device;
- transmission, screening, or making available in any other form, e.g. electronic transmission via Internet, broadcasting, or public screening;
- utilization in advertisements or exploitation of film excerpts (Klammerteilauswertung);
- creation of film excerpts or screenshots, conversion into other (digital) formats or data compression.

1.4. It is further prohibited e.g.

- to copy, imitate, sell, or lease the **Websites** as a whole or in part or utilize for other commercial purposes;
- save, publish, or transmit within the **Websites**, any content that violates rights of others or that the user is not entitled to transmit for other reasons;
- modify or overwrite the **Websites** or parts thereof;
- carry out comparable conduct.

1.5. **Film Clips** or other content of the **Websites** may be blocked, deleted, or published in a different location within the **Websites** without giving reasons at any time.

2. User Accounts

2.1. **Film Clips** are only available for **Registered Users**. A user account can be requested through either (1) the account request form within the **Websites**, (2) via E-Mail to katalog@audio-bar.com or catalogue@audio-bar.com or (3) by post addressed to the **Operator**. Activation occurs at the sole discretion of the **Operator** and can be denied without giving reasons.

2.2. Accurate and complete information has to be provided during registration. Registration information has to be kept up to date.

2.3. User accounts are not transferrable. Access data (e.g. username and password) are not to be shared with others.

Registered Users are required to inform **Operator** about any suspected misuse of access data immediately. **Registered Users** are solely responsible for all actions carried out through their user account.

- 2.4. **Operator** may delete user accounts or user content or terminate any other use of the **Websites** as **Operator** sees fit. **Operator** will inform **Registered User** about such measures in advance. Such steps may be taken e.g.
- if the **Registered User** has not been using the **Websites** for a period of more than six months;
 - if **Operator** has to assume that the **Registered User** violates these **Terms of Service**, the **Privacy Statement** or its fundamental principles;
 - if **Operator** has to assume that the **Registered User** has provided incomplete or inaccurate information during registration;
 - if **Operator** is required to do so by law;
 - if **Operator** has to assume that the user account or the access data have been (mis)used by a third party.
- 2.5. The user account may be deleted at any time upon request, see below at [III. Privacy Statement, No. 2 "Removal of user account"](#).

III. Privacy Statement

1. Collected Data and usage

- 1.1. By **using** the **Websites** you allow the **Operator** to save and utilize the data specified herein for operating the **Websites**.
- 1.2. While **using** the **Websites**, every access is automatically recorded in a log file. In particular the following data is recorded: Name of the files accessed, date and time of access, amount of transferred data, notification of successful transmission, IP-address, type of internet browser used.
- 1.3. The log in mechanism for **Registered Users** uses small text files that are created by internet browsers as temporary files and that can be read on the next visit (Cookies).
- 1.4. **Registered Users** can save **Film Clips** as favorites in a list. This list is saved on the **Operator's** server.
- 1.5. In addition to personal data that is transmitted during registration, the data described herein potentially contains person-related details.
- 1.6. All data described herein is protected under German privacy laws. The data is utilized only for operating and optimizing the services on the **Websites**. It is not passed on to third parties, unless **Operator** is required to do so by law.

2. Removal of user account

User accounts can be removed at any time upon request. Such requests can be made either (1) via E-Mail to katalog@audio-bar.com or catalogue@audio-bar.com or (2) by post addressed to the **Operator**. The sender's address has to match the registration information.

3. Contact and right of access

- 3.1. **Operator** is allowed to contact **Registered Users** by using the contact details transmitted during registration if necessary.
- 3.2. **Operator** will provide information on saved data and its utilization upon request. Such request can be made via E-Mail to katalog@audio-bar.com or catalogue@audio-bar.com.

IV. Operator's Liability

1. **Operator's** liability for (1) damages for loss of life, physical injury, injury to health, (2) intention or gross negligence, or (3) liability pursuant to law on a no-fault basis (e.g. under the Product Liability Act) is governed by law.
2. **Operator's** liability for damages resulting from breaches of cardinal duties in ordinary negligence are limited to damages that have been foreseeable and typically associated with the contractual obligations at the time of entering into the agreement. Cardinal duties are key contractual duties that are indispensable for contract performance and the fulfillment of which the contract parties typically rely on.
3. Any other liability for damages is excluded.
4. **Operator** makes no representation or warranty as to accuracy, completeness, availability or usability of the **Websites** for the visitor's or **Registered User's** purposes.
5. The limitation of liability herein also applies to affiliates according to § 15 AktG (Stock Corporation Act), legal representatives or vicarious agents of the **Operator** if claims are made directly against them.
6. **Operator** is not responsible or liable for the content of linked websites. **Operator** does not endorse any content that is available on or through linked websites or other sources.

V. Applicable Law, Place of Performance, Legal Venue

1. German law shall apply, excluding the UN Convention on the International Sale of Goods. Place of performance and exclusive legal venue is Munich, Germany.
2. **Operator** may amend the Terms of Service and the Privacy Statement from time to time. Amendments may be announced via E-Mail to **Registered Users** or via links within the **Websites**. Using the **Websites** is considered as consent to such amendments.
3. In case of loopholes or if any provision of these **Terms of Service** or the **Privacy Statement** is or becomes legally invalid, the remaining provisions shall remain unaffected. The missing or invalid provision shall be replaced by a provision which achieves the initial purpose most accurately.

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