

# Terms and conditions for the use of the „Choir Manager“ on www.choirmanager.com

## **§ 1 General**

(1) These terms and conditions regulate the use of the Choir Manager by the user (hereafter also referred to as „**you**“) on the website www.choirmanager.com (hereafter also referred to as „**website**“). Operator of the Choir Manager and contractual partner of the user is the G&L Geißendörfer & Leschinsky GmbH (hereafter also referred to as „**us**“).

(2) The purpose of the Choir Manager is the administration of appointments for choirs and their members. If you want to use the functionality of the Choir Manager, you have to create a user account. This requires a registration with the Choir Manager (cf. § 2). After a successful registration you will receive login details (email-address and password) for your user account, with which you can subsequently login to the Choir Manager.

As user you have basically the option of participating in one or more choirs either as a manager or as a singer. If you are registered with the Choir Manager as a manager for a choir, you can for example send invitations for appointments of a choir to choir members or add individuals to a choir or appoint them to specific choir voices. If you are registered with the Choir Manager as a singer for a choir, you have the opportunity among others to catch up on upcoming choir appointments or look up contact information of other choir members. Further information regarding the scope of services of the Choir Manager you may find under <http://www.choirmanager.com/features/>.

(3) Unfortunately, we cannot accept any differing terms and conditions, unless we have expressly agreed to them in writing. This applies also if we allow you to use the services of the website while being aware of your differing or conflicting terms and conditions and have not objected to them.

(4) Because of the peculiarities of the communication medium internet, we unfortunately cannot promise you an uninterrupted accessibility of our website. Within the scope of our available technical and organizational capabilities we warrant an accessibility of 98% on average per calendar

year. This accessibility calculation excludes interruptions and any non-accessibility to our website, which originates outside our sphere of control (e.g. interruptions of the public telecommunication net or power outages), as well as any non-accessibility due to maintenance or security reasons.

(5) On the internet the possibility to identify a person is limited. Therefore, we cannot warrant or represent that a registered user with Choir Manager actually is the person he or she claims to be. Should you have doubts as to the identity of a user you will have to check the actual identity of another user by yourself.

## **§ 2 Conclusion of the contract regarding the use of the Choir Manager**

(1) You can start a registration process with the Choir Manager by using a registration button on the website (“Sign Up now”). During the registration you have to provide a valid email address and a password of your own choice. This data serves as your login details to your user account with the Choir Manager. After you have entered all necessary information in the registration sheet, you may finish the registration process by clicking the apply button (“Create Account”). With this click you submit an offer for the conclusion of a contract to use the Choir Manager. On completion of the registration process you will promptly receive an automatically generated email from us, in which your registration details are summarized (“registration confirmation”). The contract between you and us is concluded with your reception of the registration confirmation.

(2) A manager may also add you as a singer to his choir. In this case, if you are not already a user of the Choir Manager, you will receive an email, containing an invitation to the Choir Manager and a link to the registration website. A contract between you and us is then closed, if you follow the link and click the apply button (“Enroll”) on the corresponding registration page. Following the registration you will have the immediate opportunity to accept the invitation of the manager to a choir (“Accept Invitation”).

## **§ 3 User account**

(1) Only natural persons can register with the Choir Manager, no companies, associations or the like. Automatically generated accounts by so called “bots” are not allowed.

(2) During the registration process you have to provide amongst others your actual name and a valid email address. Also every other information you provide during the registration has to be accurate.

(3) A user account may only be used by one person. This means in particular that you are responsible for protecting your login details from others. We assume no responsibility or liability for any damages arising out of the unauthorized use of your user account.

#### **§ 4 General terms of use**

(1) If you want to publish a photo – e.g. in your profile – on the website, you have to make sure that you are legally entitled to reproduce that photo on the website. Therefore, you should in particular check, if you have the necessary copyrights, e.g. of the photographer, to upload the photo on the website.

(2) The use of the Choir Manager may not violate statutory provisions. Therefore, you are especially prohibited from

- Disseminating content via the Choir Manager, which glorifies violence, is pornographic or violates provisions for the protection of minors;
- Using insulting or slandering content;
- Unduly harassing other users, especially through anticompetitive actions like chain or pyramid schemes;
- Disseminating legally protected, especially copyrighted, content via the Choir Manager, without being entitled to do so.

(3) Also you have to refrain from the following actions, irrespective of whether they constitute an infringement in the particular case or not:

- Conduct any kind of sales activity;
- Insulting, suggestive or sexually oriented communication;
- Any action that may lead to the impairment of the functionality of the Choir Manager, especially electronic attacks on the website (e.g. hacking or brute-force-attacks) and actions which put an excessive strain on the infrastructure of the website (e.g. mass sending of notifications or messages).

#### **§ 5 Our rights**

(1) In the case of an infringement of § 3 or § 4 of these terms and conditions, we are entitled at any time and at our sole discretion,

- To issue a warning,
- To delete your content as a whole or in part,
- To limit your use of the Choir Manager, or
- To suspend you temporarily from using the Choir Manager.

Our right to terminate your user account or your membership in individual choirs remains unaffected.

(2) We are entitled to change the scope of services of the Choir Manager as long as your legitimate interests as user are not affected.

## **§ 6 Responsibility for content**

(1) With the Choir Manager we only provide you with the technical platform to communicate with other users. We take strictly no part in any such communication.

(2) We assume no responsibility or liability for the content or data provided by users of the Choir Manager, as well as the content of linked websites of third parties.

## **§ 7 Privacy**

The protection of your personal identifiable information is very important to us. Therefore, we collect, process and use your personal data in compliance with the current data protection provisions. For details please refer to our privacy statement, which may be found under <http://www.choirmanager.com/privacy/>.

## **§ 8 Term and termination with notice**

### **8.1 General**

(1) Your membership with Choir Manager starts with the conclusion of the contract according to § 2 of these terms and conditions.

(2) The right to terminate your user account respectively your membership in a choir for cause remains unaffected by the following termination regulations. A reason, which entitles us to a termination for cause, is given in particular if (i) you breach any of the general terms of use (§ 4), (ii) you as a manager are in default with the payment of fees for two consecutive dates or with a significant part of fees, (iii) you as a manager are in default with the payment of fees in a period spanning more than two dates in an amount that is as much as the amount of fees for two months, or (iv) you are inactive on the website for more than twelve months. A termination for cause requires text form (e.g. email, telefax).

(3) **Test phase** – When you register with the Choir Manager for the first time, a onetime “test phase” of thirty (30) days starts upon the successful registration. If you do not provide us with your credit card data by the end of the test phase, your membership with the choirs where you have been registered as manager ends automatically with the expiration of the test phase.

(4) In case you terminate your membership as a manager in a choir or your user account, you are not entitled to reimbursement of already paid fees.

## **8.2 Term and termination with notice of the membership in a choir as manager**

(1) If you are registered with the Choir Manager as manager for a choir and have provided us by the end of the test phase with the credit card details necessary for billing purposes, the test phase is immediately followed by the regular paid membership as manager of the respective choir. The regular paid membership runs for an indefinite period. The same applies, if you register as manager a new choir after the expiration of the test phase.

(2) You may terminate your membership as manager with the respective choir at any time by clicking the button (“Delete choir”) on the details page of the respective choir. In this case, you will receive an automatically generated email asking you to confirm your termination of membership as manager of the respective choir by clicking on a link in the email. Please note that the termination of your membership as manager will only take effect after you have clicked that link.

### **8.3 Term and termination with notice of the membership in a choir as singer**

(1) If you are registered with a choir as singer, your membership in the respective choir in the Choir Manager runs for an indefinite period. You may terminate your membership as singer with the respective choir at any time by clicking the button (“Leave choir”) on the details page of the respective choir. In this case you will receive an automatically generated email asking you to confirm your termination of membership as singer of the respective choir by clicking on a link in the email. Please note that the termination of your membership as singer will only take effect after you have clicked that link.

(2) The manager of the respective choir is entitled to revoke your membership in a choir in the Choir Manager at any time. Please note that as we are only technical operator of the platform we have no influence on the decisions of the manager regarding expulsions of choir members from a choir in the Choir Manager.

(3) If the membership of a manager in a choir ends – for instance because of the termination of the membership in a choir (cf. § 8.2) or the termination of his user account with the Choir Manager (cf. § 8.3) – the membership of the singers in the respective choir at the Choir Manager automatically ends, without the need of a termination by us or the singers of the respective choir.

### **8.4 Termination with notice of the user account with the Choir Manager**

(1) You as well as we are entitled to terminate your user account with the Choir Manager at any time. A termination of the user account shall also constitute the termination of membership in all choirs at the Choir Manager pursuant to § 8.2 resp. § 8.3.

(2) You may terminate your user account with the Choir Manager at any time by clicking the button (“Delete my account”) on the page “My Profile”. In this case you will receive an automatically generated email asking you to confirm the termination of your user account by clicking on a link in the email. Please note that the termination of your user account will only take effect after you have clicked that link.

## **§ 9 Fees, due date, payment, default and offset**

(1) The use of the Choir Manager as singer is free of charge.

(2) The use of the Choir Manager as manager during the test phase is free of charge (§ 8.1(3)).

(3) During your regular paid membership (§ 8.2), you are required, for each choir for which you are registered as manager, to pay the fee for the choir size you have selected, as specified on the website. The fee can be derived from the fee structure outlined under <http://www.choirmanager.com/pricing/> and has to be paid monthly.

(3) The fees for regular paid memberships are immediately due for payment at the time of invoicing for the whole billing period specified in the invoice and will be debited at this date from your credit card account.

(4) All prices include value added tax at the current legal rate.

(5) In the case of default of payment – e.g. because of unwarranted reversals of payment – we are entitled to charge default interest on the amount of 5 percentage points above the basic interest rate. The assertion of claims for further damages caused by delay shall be unaffected.

## **§ 10 Revocation**

If you have registered as a user with the Choir Manager for a purpose which cannot be attributed to your commercial or independent professional activities, you are entitled as a consumer (§ 13 Civil Code (Bürgerliches Gesetzbuch “BGB”)) under the requirements of the §§ 312d, 355 BGB to a right of revocation. Please note the following instructions concerning the revocation.

### **Instructions concerning revocation**

#### **Right of revocation**

You may revoke your contractual statement within a period of 14 days, without giving reasons, in text form (e.g. letter, fax, email). The time limit starts once these instruction have been received in text form, but not before the closing of the contract and not before we have fulfilled our obligations to provide information as defined in Article 246 § 2 in

conjunction with § 1 (1) and (2) of the Introductory Act to the Civil Code (Einführungsgesetz zum BGB "EGBGB") as well as our duties pursuant to § 312g (1) sentence 1 BGB in conjunction with Article 246 § 3 EGBGB.

The timely dispatch of the notice of revocation is sufficient for the compliance with the time limit of revocation. The notice of revocation must be sent to:

**G&L Geißendörfer & Leschinsky GmbH, Lindenstraße 14, 50674 Köln**

**E-Mail: [revocation@choirmanager.com](mailto:revocation@choirmanager.com)**

**Fax-Number: +49 (0) 221-92428269**

### **Consequences of revocation**

In the event of a valid revocation, the goods or services received by both parties must be returned and, where applicable, any accrued benefits (e.g. interest) surrendered. If you cannot return to us the goods or services received including the benefit drawn from them (e.g. utilization benefits), either in whole or in part, or can do so only in a deteriorated condition, then you must provide us, where applicable, with compensation. This can have the effect, that you must meet the contractual payment obligations for the time period until the revocation. Obligations concerning the return of payments must be fulfilled within 30 days. The time limit starts for you with the dispatch of your notice of revocation, for us with its reception.

### **Special remarks**

Your right of revocation expires prematurely, if the contract has been completely fulfilled by both sides according to your explicit wish, before you have exercised your right of revocation.

**End of instructions concerning revocation**

## **§ 11 Indemnification**

(1) You shall indemnify us from all claims by third parties, in particular because of infringements of copyrights and personal rights, raised against us because of content you have uploaded or because of your other use of the Choir Manager. We are entitled to carry out appropriate measures in defense against claims of third parties ourselves. You have to coordinate



your own measures with us beforehand. The indemnification includes the compensation of costs, we have incurred or will incur by legal defense.

(2) The obligations under (1) do not apply, if you are not responsible for the infringement.

## **§ 12 Liability**

(1) We shall be liable under the statutory provisions if you raise claims for damages based on a wilful act or gross negligence, including a wilful act or gross negligence of representatives or assistants of us.

(2) In the case we are blamed for a minor negligent breach of a principal contractual duty, the fulfilment of which alone makes proper implementation of the contract possible, and the breach of which jeopardises the achievement of the contractual object, and on observance of which you may duly rely, our liability in damages will be limited to the predictable, typically occurring damage.

(3) Liability for culpable loss of life, bodily injury or impaired health and liability under the Product Liability Act remains unaffected. Unless stipulated otherwise above, any liability of us is excluded.

## **§ 13 Closing provisions**

(1) Insofar as written form is required in these terms and conditions, this shall mean exclusively written form pursuant to § 126 BGB.

(2) All agreements which provide additions or alterations to these terms and conditions are to be in writing. Details in brochures, advertisings or other documents, especially on the website, serve only as description and do not represent a guarantee, in particular they represent no guarantee of condition. Guarantees require our explicit and written confirmation.

(3) If one or more provision of these terms and conditions are or become wholly or partially invalid, or if these terms and conditions contain an omission, the validity of the remaining provisions of these terms and conditions shall remain un affected.

(4) The contractual relationship between you and us is governed by German Law excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).