

License agreement regarding the provision of content to the Feelplex platform

1 Regulatory content, applicability of the terms of use

1. This license agreement between BYTSCH Technology UG (limited liability) ("licensee") and the uploader to the Feelplex platform ("licensor") covers the rights of use to content uploaded to the Feelplex platform (images, text, sound and video).
2. This license agreement supplements the terms of use, which remain unaffected by the provisions in this agreement.

2 Technical and legal prerequisites for uploads

1. By uploading content to the Feelplex platform, the licensor guarantees that:
 - A. they are 18 years or older,
 - B. they have full legal capacity,
 - C. they are the sole owner of the work/content supplied,
 - D. they solely own all the rights of use and have not granted any rights or licenses to third parties,
 - E. transferring rights to the licensee and making information available does not infringe on the rights of third parties, e.g., industrial property rights, trademark rights, copyrights, artistic copyrights, privacy rights, performance rights or other rights,
 - F. the content they make available is not subject to collections by a copyright collecting agency either domestically or overseas,
 - G. the content they make available is not subject to any laws which require a use or license fee to be paid,
 - H. the content or content descriptions do not contain any viruses, worms, trojans or other backdoor programs/scripts.
2. The licensor agrees to provide a description in text and image for each item of content provided.
3. The licensor agrees to provide content with the following technical quality characteristics:
 - A. a precise description of the sound recording. The creator must be able to state the location, device or animal in the recording. E.g., sawing wood, saw or frog ribbiting, frog. For example, a clear naming of a sound or object could take the following form: "Common toad – Bufo bufo".
 - B. a text description of the content consisting of at least 150 characters
 - C. details regarding the location and time of the recording
 - D. photo proof of the surroundings or of the object recorded with a resolution of at least 1024x768 pixel in .jpg or .png format
 - E. technical minimum requirements for the sound recording
 - F. sampling rate of at least 22kHz
 - G. resolution of at least 16 bits
 - H. .wav or .mp3 audio format
 - I. recording length between 15 seconds and 4 hours
 - J. maximum file size of 4 GB

3 Granting rights of use, waiving the right to be named as creator, terminating content

1. The licensor grants the licensee non-exclusive, permanent, perpetual and unrestricted rights to use the content provided independent of location and free of charge for any known and unknown types of use. The licensee is particularly authorised to use the content as follows:
 - A. granting simple rights of use to third parties, including for a fee,
 - B. editing, adapting, reproducing, distributing (including on data carriers), publication and making publicly accessible,
 - C. use (including in parts) for own productions and broadcasting the content or the productions created using the content in films, radio or TV
 - D. conversion to other data formats, shortening and cutting.
2. Every cut of the content provided by the licensee will be assigned to the licensor's user account.
3. The licensor waives their right to be named as creator. The licensee may grant all rights of use without naming the creator, but may organise the content on the Feelplex platform by providing the user name of the licensor.
4. The licensee can terminate the contract relationship regarding individual content that they provide without notice. Such a termination has no impact on the Feelplex membership status. It does, however, result in the termination of the licensee's rights listed under 3.1. Rights of use already granted and rights of use covering editing or adapting content remain unaffected. The licensee will remove the terminated content from the Feelplex platform immediately or within six weeks after receiving the termination notice at the latest.

4 Remuneration

1. The licensor provides the licensee with the content to use free of charge.
2. If users purchase content provided by a licensor that is subject to a fee from the Feelplex platform, the licensor will receive remuneration.
3. The amount of this remuneration depends on the fee set by the licensor for transferring rights on the content they have provided. The licensor and licensee each receive half (50%) of the set fee.
4. For content adapted and cut by the licensee, the licensor does not receive any remuneration.
5. Sales attributable to content provided by the licensor is credited by the licensee to the user account overview as soon as the licensee receives payment. The licensee has the right to reclaim the credited amount if the purchaser cancels the order.
6. If a user account is mistakenly credited with an amount from the sale of digital content as the result of a technical or human error or other manner, the credited amount remains the property of the licensee. The licensor is obliged to return the mistakenly credited amount to the licensee and to inform the licensee immediately of any discrepancies in the amounts credited to the user account.
7. The licensor can request payout of remuneration if the amount in the user account exceeds EUR 20.00. Payouts are made exclusively via bank transfers. The licensor is solely responsible for bank fees charged to foreign accounts of the licensor.

5 Waiving rights to remuneration

1. The licensor waives all rights to remuneration in providing content for **free** use to the Feelplex platform.
2. The licensor waives all rights to remuneration by providing content for **charity purposes** to the Feelplex platform.
 - a. If users purchase rights of use on content provided by the licensor that is subject to a fee from the Feelplex platform, the licensor will receive a preliminary credit in accordance with no. 4.3. for informational purposes for the particular content.

- b. From EUR 20.00 of incoming credit from the respective content, the licensee will create an invoice in the next possible invoicing period for donations and demonstrably use the customer proceeds generated by the content for charitable purposes only and for the protection of animals and the environment.
- c. The licensor has no right to determine the type or function of donations or for what purpose donations can be made by the licensee.
- d. The licensor is informed of donations granted via the user account and on the Feelplex platform.
- e. When terminating content provided for charity purposes, the remaining proceeds from the sale of the respective content is credited to the total credit.