

Terms of use

1 Scope of application, operator

1. BYTSCH Technology UG (limited liability) ("operator") operates the internet platform "Feelplex" ("Feelplex") for the presentation and provision of digital media content in the main portfolio "auditory perception".
2. The following terms of use apply for the use of services and offers from our internet platform, regardless of the country from which the platform is accessed.

2 Definitions

1. **User** is an unregistered visitor to the website with limited functionality of the platform's individual functions (e.g. limited number of possible playlists).
2. **Member** is a registered user.
3. **Uploader** is a member who uploads media content to Feelplex for sale and use free of charge.
4. **Downloadable content** consists of digital media content created in digital format and not shipped on a physical data carrier.
5. **Protected media** consists of downloadable content that is not available to users without registration and purchase of the content on Feelplex.
6. **Samples** are shortened sound recordings that the operator provides free of charge to listen to and download.
7. **Streaming** is the real-time transfer of content available on Feelplex (e.g. samples, new additions to sound recordings).

3 Scope of service and availability

1. The Feelplex platform offers the following services:
 1. search for media content on Feelplex for free
 2. listen to media content with copyright seal for free
 3. stream media content with copyright seal for free
 4. download media content with copyright seal for free
 5. stream sound samples for free
 6. download sound samples for free
 7. stream ringtones for free
 8. download ringtones for free
 9. commission a search for media content on Feelplex for free
 10. commission a non-binding request for the creation of a sound recording for free
 11. commission the creation of a playlist on Feelplex for free
 12. creating/managing and storing playlists for free
 13. streaming purchased audio clips on Feelplex for free
 14. purchasing a streaming subscription for a **fee**

15. sharing playlists for free
16. uploading audio clips to Feelplex for sale
17. streaming uploaded audio clips after approval for free
18. purchasing media content according to the selected licensing agreement for a **fee**
19. optimising uploaded audio clips for a **fee**
20. converting uploaded audio clips to mp3 format for free
2. Feelplex offers creators of media content the opportunity to make their work available and receive remuneration under the fee-charging usage types listed under 3.1.18.
3. The operator also provides electronic equipment on the Feelplex platform that can be used to use/play or edit the media content.
4. Members can also use technical apps provided by the operator to make their own sound creations available to the public for purchase, to create a description and to add images to the sound creation.
5. The operator reserves the right to change the storage options, technical functions and services as well as the infrastructure and delete or correct content, e.g. defective files, without providing a reason for the decision. The member has no right to have content provided maintained, reuploaded or recovered.
6. Due to maintenance work that is regularly necessary, the operator can suspend or fully or partially take down certain online services if they are no longer available or constitute a considerable impairment for the operation of the platform. Particular services may be disrupted or taken down permanently if the platform's security is at risk, due to legal requirements concerning data protection or if technically necessary for operational reasons.
7. The operator is obliged to expend reasonable effort to resolve disruptions they are aware of in an appropriate time frame.
8. The maintenance work that is necessary to ensure the availability of the services offered is conducted regularly during weekdays between 2 a.m. and 5 a.m. Any downtime to services during this time shall not be considered as a disruption. A corresponding notice will be shown in the browser when pages are called up.
9. The operator reserves the right to provide services through a third-party partner. The services offered by a third-party partner will be explicitly highlighted as such.

4 Registration, length of contract, consequences of ending the contract

1. The platform can only be used without restriction if you register and create a user account.
2. Only people of age can register. By registering, the user confirms that they are of age.
3. The operator has the right to reject, cancel or refuse registration applications without providing a reason.
4. Every member may only register once and create one user account.
5. The member registers by providing data, a user name and a password and transmitting this information to the operator. The user name can be selected freely. However, a user name cannot be chosen that may be mistaken for well-known persons and/or institutions

- and/or registered trademarks. In addition, user names that contain racist, sexist, inhumane or sickening terms are prohibited.
6. Once the registration data has been sent, the member must confirm the email address provided during the registration process. The usage contract between Feelplex and the member is only complete upon receipt of a confirmation email and confirmation of the email address.
 7. Passwords must be protected against access by unauthorised third parties. Feelplex will never ask members to disclose their password outside the registration process per email, phone or any other means.
 8. Membership is open-ended. Membership can be cancelled immediately at any time without notice by either the operator or the member. In the case of subscription services, however, the cancellation of contracts will only become effective at the end of the following month.
 9. Contracts can be cancelled by email, fax or post.
 10. The operator has the right and is obliged to delete all user data following cancellation of membership. If the member cancels their membership, any remaining credit on the user account may lapse if it amounts to less than EUR 2.50 following the deduction of any bank fees on transfer.
 11. If the member has not used the platform for an uninterrupted period of 2 years, the membership will be considered cancelled by the member. This does not apply if the member has a subscription.
 12. The end of the usage contract has no effect on the transferral of user rights to the operator.

5. Members' duty to cooperate

1. The member undertakes to provide true and correct personal information and to update any changes to name or address and – if they use services for which a fee is applicable or they receive remuneration – bank account details in their user account.
2. The content of commissions made by members must be unambiguously clear. Commissions not clearly formulated can result in queries that may lead to delays or rejection. In the case of paying out credit, the member must ensure that the bank details provided are correct and complete.
3. The member undertakes to ensure that there are enough funds on the bank account provided in the user account to pay for any recurring services ordered for which a fee is applicable (e.g. subscription services). Any bank fees that the operator incurs for rejected direct debits must be refunded by the member.
4. In cases of disruption, the member is obliged to cooperate and provide the information necessary to discover and correct the cause for any disruptions that occur and to take appropriate measures to alleviate and prevent damages.

6 Prohibited use, property right infringements

1. Feelplex may only be used as intended and for legally permissible purposes.

2. The platform may not be used in such a way that the overall functionality is negatively impacted, e.g. overload or manipulation of the database or completely or partially taking over or changing the structure of the database.
3. The media content provided by the member may not contain any viruses, worms, trojans or other backdoor programs/script and must be technically faultless.
4. Providing and publishing the following content including links to internet sites where such content is offered is prohibited:
 - a. sites that breach the rights of third parties, copyrights, name, brand or personal rights
 - b. violent, animal or child pornography or sexual content
 - c. sites that promote hate speech, nazi, terrorism, fascist or other propaganda
 - d. racist or inhumane content
 - e. advertisements or advertising claims, and product reviews
 - f. details that would enable the identification of a person/organisation by name, address, phone number or email address
 - g. requesting personal data in content or through links
 - h. insulting or immoral content
 - i. content that could pose a threat to youths
 - j. false claims or opinions
 - k. content that is not free to download from the internet.
5. Members are not allowed to remove, change or bypass technical security measures and/or technical copyright security measures on Feelplex.
6. Members undertake to inform the operator immediately if third parties intend to pursue claims due to content available on Feelplex regarding the breach of protective rights (copyright, name right, brands, patents, samples, protected designs). If content is affected that originates from the member, the member undertakes to free the operator from any claims and all costs that result from a breach of protective rights and the legal defence against such claims.

7 Measures against unauthorised use

1. The operator reserves the right to
 - a. permanently or temporarily suspend members
 - b. edit posts/audio clip descriptions
 - c. suspend or remove contents without notice
 - d. demand a comment from the uploader against accusations
 - e. reject banned user names and demand they are changed
 - f. make claims for damages against the member
 - g. forward for possible criminal investigation
 - h. report suspected illegal content
 - i. provide data on request of the local authorities in the case of criminal proceedings
 - j. withdraw user rights granted if members use the platform in prohibited ways.

8 Defective content, rectification, guarantee

1. Content will be considered defective if it cannot be played using any of the common devices/software (software media player, MP3 player) that support the file type.
2. The operator can demand that the member who uploaded the defective content rectifies the issues within an appropriate period of time. The operator reserves the right to suspend or delete content if not rectified within this time period. A right to the later recovery of such content is excluded.
3. If a member receives content from the operator with a defect or other fault any claims regarding defective goods require an exact description of the fault. In all other cases the usual legal requirements apply to claims of defectiveness.

9 Special regulations for sharing playlists

1. The free option of sharing playlists offers members the opportunity to make their playlists available to third parties and authorises the third party to play the playlists by applying the member's rights of use.
2. Using or playing playlists on multiple devices at the same time is limited to the number of authorised users allowed through the member's subscription.
3. Access to playlists can only be created and distributed by members themselves. The member bears sole responsibility for the distribution.
4. The member bears full responsibility for third parties' compliance with the conditions for the use of distributed playlists and content.
5. Third parties may not change playlists to which they have been granted access.
6. Rights of use no longer apply if a playlist is converted to an own playlist if the user has not purchased the rights of use on the playlist.

10 Copyrights and performance rights

1. Content from the database and the structure of the database are subject to copyright and may not be copied or changed.
2. The operator does not create any content, but rather offers the infrastructure for making such content available.
3. The license rights agreed with each individual user apply for content available on Feelplex.

11 Payments, invoices

1. Fees incurred for services are listed separately for each product.
2. Payments for individual products can be made by the member using the following payment options; advance payment, direct debit, PayPal or PayPal Plus. If advance payment is selected, the operator will provide his bank details in the order confirmation and will ship upon receipt of payment. If no payment is received within fourteen days

- after the bank details have been sent, the order will be cancelled. Payments made via PayPal or PayPal Plus are made via the payment system provided by Paypal.
3. Payments for recurring services (e.g. subscription services) are made by direct debit. The member undertakes to set up a valid SEPA direct debit on the behalf of the operator.
 4. The standard method for sending out invoices is email. The member can view orders on his password-protected account and download invoices.
 5. The operator exclusively makes refunds and payouts to the bank account provided in the user account. Payments made via PayPal are excluded from this, and refunds will be made via the payment system provided by PayPal.

12 Limitations of liability

1. The operator is not liable
 - a) for restrictions to or downtime of services that are due to reasons that are not the responsibility of the operator, were not foreseeable or were unavoidable and not in the sphere of the operator's influence, e.g. browser or operating system incompatibilities, communications disruptions or server downtimes,
 - b) for the downtime or restriction of services provided by third party providers,
 - c) for damages caused by the loss or misuse of log-in data,
 - d) for exempting content from uploaders from the rights of third parties,
 - e) for the correctness of content provided by uploaders,
2. For claims based on damages caused by the operator, his legal representative or agents the operator's liability is unlimited
 - a) for damage to life, limb or health,
 - b) in cases of intentional or grossly negligent breaches of obligations
 - c) for guarantee promises, insofar as any are agreed, or
 - d) if they fall within the scope of the product liability laws.
3. If material contractual obligations are breached, the fulfilment of which is only made possible with the contract and on which the contract partner can usually rely (cardinal obligations), the operator is also liable for damages resulting from slight negligence. Liability is, however, limited to the damage foreseeable at the time of the completion of the contract and which can be typically expected to occur.
4. Any other rights to claim damages are excluded.