

GENERAL TERMS AND CONDITIONS
INTERVOX PRODUCTION MUSIC PUBLISHING GMBH (Version: 16/04/2018)

1. Scope

These General Terms and Conditions (hereinafter referred to as "T&Cs") of Intervox Production Music Publishing GmbH (hereinafter referred to as "INTERVOX") apply to the licensing of music recordings by INTERVOX to any user of music recordings (hereinafter referred to as the "LICENSEE"). The General Terms and Conditions of the LICENSEE shall not apply unless INTERVOX has expressly agreed to their validity in writing.

2. General

INTERVOX is the owner of the exclusive exploitation rights to existing and future music recordings published by INTERVOX on CDs, hard drives and on its website www.intervox.de (including any existing international extensions thereof) as part of the Intervox Production Music Library (hereinafter referred to as the "LIBRARY"). This does not apply to any rights exercised by collecting societies.

Any provision to the LICENSEE of hard drives or CDs containing the INTERVOX LIBRARY shall be non-binding and on a loan basis. INTERVOX shall retain ownership of the hard drives and CDs. The provision of such data media shall not constitute the granting of any rights to the music recordings. The hard drives and CDs are to be surrendered to INTERVOX on first demand without any requirement of special justification. Any costs associated with the surrender (packaging, postage, freight, etc.) shall be borne by the LICENSEE.

3. Conclusion of agreement

Before each use of a music recording from the LIBRARY, the LICENSEE must submit a licence application. The licence application can be downloaded from the INTERVOX website. Each licence application must include the following information: title, composer, label, label code (LC number), duration of music used, type of production, territory and, if applicable, the names of any subcontractors involved. Submission of the licence application by the LICENSEE constitutes a legally binding offer and acceptance of both INTERVOX's T&Cs and current valid price list. Furthermore, the LICENSEE is obliged to provide INTERVOX with information concerning the actual use of music recordings from the LIBRARY. Acceptance by INTERVOX of the licence application submitted by the LICENSEE constitutes the conclusion of a licensing agreement for the work specified in the licence application for the use specified in the licence application. Unless otherwise agreed, submission of invoice shall constitute acceptance of the licence application by INTERVOX. Clause 6 shall apply to the use of music recordings from the LIBRARY for radio and television productions.

4. Granting of rights

Upon conclusion of the contract and payment of the invoiced remuneration, INTERVOX shall grant the LICENSEE the non-exclusive and non-transferable right to use the music recordings from the LIBRARY specified in the licence application for the purpose specified in the licence application in accordance with the provisions of these T&Cs. Any other rights, in particular those rights to which the copyright holders are entitled directly or indirectly through the exercising of such rights by collecting societies (e.g. performing rights, presentation rights and rights of mechanical production, reproduction and distribution), are not the subject matter of the licensing agreement and must be acquired by the LICENSEE itself, if necessary. Clause 6 shall apply to the use of music recordings from the LIBRARY for radio and television productions.

5. Prices and terms of payment

The definitive price list is the INTERVOX price list valid on the day the licence application is submitted. INTERVOX shall invoice the LICENSEE for the use on the basis of the licence application received by INTERVOX. Unless otherwise agreed, the invoice must be paid within 14 days of receipt.

6. Use of LIBRARY recordings for radio and television productions

The use of music recordings from the LIBRARY for productions for radio and TV stations is free insofar as this use is contractually regulated by a licensing agreement between the radio or TV station and a collecting society (e.g. GEMA) on the basis of individual track billing and insofar as it does not concern advertisements or infomercials. Rights of use shall be granted upon actual use of the music recordings.

If no corresponding supplementary agreement has been concluded between INTERVOX and radio or TV station, secondary exploitation of productions for radio and TV stations (e.g. online media libraries or DVDs) must be licensed separately by INTERVOX in accordance with the provisions of these T&Cs.

7. Use of LIBRARY recordings for advertisements and infomercials

Supplementary to Clause 2 of these T&Cs, if music recordings from the LIBRARY are used by radio or TV stations in advertisements or infomercials the LICENSEE is obliged to provide INTERVOX with a list of the music used in the advertisement or infomercial, including the name of the work used, the duration of use, the author and the publisher. The LICENSEE shall also provide INTERVOX with a broadcast schedule for the advertisement or infomercial, detailing where and when it was broadcast.

8. Use and warranty

Any use of music recordings from the LIBRARY without conclusion of a corresponding licensing agreement with INTERVOX constitutes a violation of the exclusive exploitation rights of INTERVOX and is not permitted. If INTERVOX determines that music recordings from the LIBRARY have been used without a licensing agreement or have been used beyond the scope agreed in the licensing agreement, INTERVOX reserves the legal right to prohibit the exploitation of the music recordings and further use of the LIBRARY. If any exploitation exceeds the scope of the rights granted according to the agreement or takes place without the granting of legal authority, the licence fee shall be double that which INTERVOX would have otherwise charged on the basis of the current valid price list for exploitation according to the agreement. INTERVOX reserves the right to assert further claims for damages.

INTERVOX shall release the LICENSEE from any third-party claims if the corresponding exploitation rights have been properly acquired. This does not apply to any claims of copyright holders whose rights INTERVOX has not granted in the licensing agreement and which can be asserted directly by the copyright holders or collecting societies in Germany and abroad.

INTERVOX would like to draw the attention of the contracting party to the fact that the performing rights, presentation rights and rights of mechanical production, reproduction and distribution of the works produced within the framework of the use of the music recording that is the subject matter of the agreement are normally exercised by collecting societies. In the licensed territory of the Federal Republic of Germany, these rights are exercised by GEMA and must be acquired by the LICENSEE on an individual basis in accordance with GEMA's provisions. These rights are exercised by AKM/AUSTRO MECHANA in Austria and by SUISA in Switzerland.

9. Final provisions

German law is valid for the contractual relationship between INTERVOX and the LICENSEE. Any modifications or additions to this agreement require written form in order to be valid. There are no supplementary agreements. The place of performance is the registered place of business of INTERVOX, which is currently Munich. If any individual provision of these T&Cs becomes invalid, this shall not affect the validity of the remaining provisions. The place of jurisdiction is the registered place of business of INTERVOX, which is currently Munich. The LICENSEE is not entitled to set off claims against INTERVOX unless the claims are legally effective or have been recognised by INTERVOX.

The whole text of the present agreement has been written in German and English, both versions being deemed authentic, but for legal purposes the text in German is to be given priority of interpretation.