

## **Special Terms and Conditions of Purchase for the purchase of rights of use by the ParshipMeet Group (Version: June 2024)**

### **Preamble**

These Special Terms and Conditions of Purchase apply to all purchases of rights of use by the ParshipMeet Group, unless more specific terms and conditions of purchase have been agreed. In addition to these Special Terms and Conditions of Purchase, the General Terms and Conditions of Purchase of the ParshipMeet Group apply.

### **1 Transfer of rights of use**

(1) Insofar as not otherwise regulated in the Order, the Contracting Party irrevocably transfers the exclusive rights of use to the content subject to the Order to the ParshipMeet Group, which are unlimited in terms of time and place. This includes in particular any rights of use under copyright or ancillary copyright law or other rights of use, such as in particular the right to reproduce, distribute and exhibit, the right to recite, perform and present as well as the right to make the content available to the public and to broadcast it. The right of use extends to all types of use known and unknown at the time of conclusion of the contract and includes in particular full or partial use in all digital and analogue media (e.g. websites, video platforms, social media, apps, newsletters, magazines, newspapers, flyers, posters, etc.). This also includes, in particular, use for advertising purposes. Furthermore, the Contracting Party transfers the right to modify, extend and further develop the content and, in particular, to create new content on this basis. Use shall also be possible without naming the author. These rights may also be transferred in whole or in part to third parties and sublicensed.

(2) All supplementary documents supplied by the Contracting Party shall notwithstanding the transfer of the rights of use become the property of the ParshipMeet Group when such documents are surrendered. The latter shall be entitled to use, reproduce and destroy said documents extensively without any further remuneration.

### **2 Use of generative artificial intelligence**

If the content subject to the Order was created using software or systems that use machine learning technologies, artificial intelligence or similar technologies to generate content, the Contracting Party is obliged to inform ParshipMeet Group about this and to indicate the extent to which the content was created by this software or system. The Contracting Party warrants that it is authorized to create the work results using the aforementioned software or systems and to share them with the ParshipMeet Group for the purpose of use by the latter.

### **3 Warranty and indemnification**

(1) The Contracting Party guarantees that the content subject to the Order does not infringe any rights of third parties. Furthermore, it guarantees that it holds the rights to the content to the extent described above

and that it may transfer them without restriction. It further guarantees that the author has waived the right to be named. If the likeness of recognizable persons is depicted in the content, the Contracting Party guarantees that there is a legal basis that also permits use by the ParshipMeet Group. Should the Contracting Party subsequently become aware that third party rights to the content may exist, it must notify the ParshipMeet Group of this immediately.

(2) Insofar as a claim is made against the ParshipMeet Group by a third party on the grounds that the use of the content infringes its rights, the Contracting Party shall be obligated to indemnify the ParshipMeet Group in full against such claims upon first written request. The indemnification obligation of the Contracting Party shall include all expenses incurred by the ParshipMeet Group arising from or in connection with the claim by a third party, including the costs of legal defense.

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