

Special Terms and Conditions of Purchase of the ParshipMeet Group for deliveries and services from the media services sector (with the exception of online media purchases) (Version: July 2024)

Preamble

These Special Terms and Conditions of Purchase apply to all media purchases (with the exception of online media purchases) of the ParshipMeet Group, such as billboard advertising, radio advertising, TV advertising campaigns, and testimonials. In addition to these Special Terms and Conditions of Purchase, the General Terms and Conditions of Purchase of the ParshipMeet Group apply.

1 Conclusion of Contract

The Contracting Party shall provide the ParshipMeet Group with the Contractual Services on the basis of the arrangements in the respective agreement. These arrangements are determined by the order placed by the ParshipMeet Group, unless otherwise agreed.

2 Acceptance, transfer of ownership

(1) The delivery of movable objects to be manufactured or produced shall require written acceptance from the ParshipMeet Group. The transfer of risk shall take place upon acceptance. Implied acceptance, in particular by the ParshipMeet Group making physical use of the objects of performance, is excluded.

(2) The ParshipMeet Group shall only check the delivery/service on delivery with regard to obvious quality and quantity deviations (identity, completeness, and transport damage). Payments made by the ParshipMeet Group do not constitute acceptance of the delivery/service as contractually compliant or free from defects on the part of the ParshipMeet Group.

(3) Parts provided by the ParshipMeet Group shall remain property thereof. Said parts may only be used as intended.

(4) With the delivery of the ordered delivery/service – be it to the ParshipMeet Group or a third party named by the ParshipMeet Group – said delivery/service shall become the direct property of the ParshipMeet Group.

3 Granting of rights by the ParshipMeet Group

Insofar as the granting of rights is necessary for the Contractual Services, the ParshipMeet Group shall grant the Contracting Party a non-exclusive right of use, limited in time to the fulfillment of the Contractual Services and revocable at any time, insofar as it is necessary for implementation of the Contractual Services. Without the prior consent of the ParshipMeet Group, the Contracting Party shall not be entitled to use the Contractual Services for its own purposes, to publish them or to make them available to third parties in any other way.

4 Rights to work results

(1) Unless otherwise stated in the Order, the Contracting Party shall irrevocably transfer all copyrights, rights of use, ancillary copyrights, personal rights and other rights to the work results arising within the scope of the activity for the ParshipMeet Group and/or acquired by it to the ParshipMeet Group for exclusive, freely transferable, temporally, spatially and objectively unrestricted use including the right to reworking, duplication, modification, expansion, and granting of simple rights of use.

(2) All accompanying documents supplied by the Contracting Party shall become the property of the ParshipMeet Group when such documents are surrendered. The latter shall be entitled to use and reproduce said documents extensively without special remuneration.

5 Rights of third parties

(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.

6 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.

7 Exclusivity

The Contracting Party shall undertake not to work for direct competitors of the ParshipMeet Group during its activity for the ParshipMeet Group and for six months after its last activity for the ParshipMeet Group. However, this exclusivity shall apply for a maximum of five years after the start of the contract.

