

# General Terms and Conditions of Business of Copytrack GmbH

These general terms and conditions (hereinafter referred to as "GTC") govern the use of the services offered by COPYTRACK GmbH (hereinafter referred to as "COPYTRACK") via the website [www.copytrack.com](http://www.copytrack.com) (hereinafter "the COPYTRACK platform").

## 1. Definitions of terms

1.1 "Users" within the meaning of these General Terms and Conditions are those who use the services offered by COPYTRACK on the "COPYTRACK platform".

1.2 "Image" or "images" within the meaning of these General Terms and Conditions are photographic works and photographs and products manufactured in a similar manner to photographs in the sense of copyright, in which the user holds the sole image rights.

1.3 "COPYTRACK image request machine" is a software of COPYTRACK, which finds copies of images of the copyright holder on Internet sites, as well as more relevant Web page data (Web page operators,

1.4 "COPYTRACK-App" is the user platform accessible via the COPYTRACK platform. It allows users to view their customer account, upload images and view the results of the COPYTRACK image search engine and to assert their rights.

1.5 "COPYTRACK services" includes all services offered by COPYTRACK, in particular the COPYTRACK platform, the COPYTRACK app, the COPYTRACK image search engine and the possibility to order claims.

## 2. Scope of application

2.1 The offer of COPYTRACK is equally aimed at consumers, entrepreneurs, corporations, and persons of the public law.

2.2 These provisions shall apply to all business relations of COPYTRACK. Terms and conditions of the contractual partner shall not apply even if COPYTRACK does not object separately to their application in a particular case.

## 3. Registration and Account

3.1 To use the COPYTRACK services, the user must register on the COPYTRACK platform and create an account.

3.2 The registration on the COPY TRACK platform is possible only by age and legally competent persons. If the application is made for a legal person or body or person of public law, the application must be made by a person legally authorized to represent the law. COPYTRACK reserves the right to provide proof of authorization by legal persons.

3.2 The registration or creation of a customer account on the COPTRACK platform by companies, employees or persons and companies connected to the COPYTRACK platform who are otherwise connected or operating a competition system is expressly prohibited.

3.3 The creation of a customer account is only possible by entering some mandatory information about the user (eg company, name), a current e-mail address and the choice of a secure password (log-in data). The e-mail address used is also used to communicate with COPYTRACK. COPYTRACK uses the e-mail address in addition to direct advertising for its own similar goods or services. The user may at any time object to this use without incurring other costs than the transmission costs after the basic tariffs.

3.5 After entering and sending the data, the user receives an e-mail from COPYTRACK with the request to confirm his e-mail address ("confirmation e-mail"). With confirmation of the e-mail address via the link sent in the confirmation e-mail the registration is complete. Upon completion of the registration a gratuitous contract for the use of COPYTRACK platform and COPYTRACK app is closed between the user and COPYTRACK. After logging in, the user has the option to call up his customer account on the COPYTRACK platform and use the COPYTRACK services. COPYTRACK reserves the right to refuse the opening of a customer account without providing a reason. In this case, the user's data transmitted with the registration form will be immediately deleted and no confirmation e-mail will be sent.

3.6 The user shall provide complete and truthful information at the time of registration. The use of pseudonyms is prohibited. If the user data changes during the membership, the member is obligated to adjust it immediately in his customer account.

3.7 The user is not allowed to pass on log-in data to third parties and is obliged to treat log-in data confidentially and to protect it against unauthorized access. In the event that the User has reason to suspect that third parties may have obtained or have received such data unauthorized, he shall contact COPYTRACK immediately and block its access and modify its data or have it modified by COPYTRACK. In this case, COPYTRACK has the right to temporarily block the access of the user if COPYTRACK is also suspicious of.

3.8 Each user may be registered only once. If COPYTRACK terminates this agreement or blocks / deletes COPYTRACK's customer account, a user may only register again with the express, written consent of COPYTRACK.

#### **4. COPYTRACK image search engine**

4.1 COPYTRACK provides the COPYTRACK platform with the COPYTRACK image search engine for the automated search for image violations on the Internet via the COPYTRACK platform. COPYTRACK assumes no guarantee that the use of all images violated on the Internet will be found.

4.2 The user can first upload up to 500 images for free in the COPYTRACK app, which are then monitored by the COPYTRACK image search engine. Should the user wish to monitor more than 500 images, the user can do so after upgrading to one of the payment plans offered by Copytrack. If a user with an account exceeding 500 images chose not to upgrade to one of the payment plans Copytrack reserves the right to both limit the search reach and delete pictures exceeding 500 pictures.

4.3 The COPYTRACK image search automatically searches the Internet for matches with the uploaded images of the user and then displays the found matches in an overview in the user account of the user in the COPYTRACK app. Via the COPYTRACK app, the user can mark infringements of the image rights and order the assertion of legal claims from them.

4.4 The overall frequency of the COPYTRACK image search is determined solely by COPYTRACK and can vary between customers and between subscription plans. Different payment plans have a different maximum limit regarding the number of pictures that are actively searched for by COPYTRACK, the information communicated of the result of the search by COPYTRACK to the user and the customer care offered by COPYTRACK.

## **5. Obligations of the user / use**

5.1 The user is obliged to use the COPY TRACK SERVICES solely for the purpose to recognize image rights violations and in the event that the user wants to make claims under the Copyright infringement claim to instruct COPY TRACK, with claims thereunder claims. Any use for the purpose of tracking or tracking by third parties through the COPYTRACK image search violations is strictly prohibited. It is expressly forbidden for the user to contact directly with the image violator found through the COPYTRACK image search, with the intention of making claims for infringement of the rights of the image or for licensing negotiations independently or by third parties. It is expressly forbidden to use the COPYTRACK services by companies, persons or companies or persons who are connected with COPYTRACK as a supplier or a buyer of goods or services, or who develop or offer similar services in the future.

5.2 The user must refrain from any actions that are likely to affect and / or unduly burden the operation of the website or the underlying technical infrastructure. These include in particular:

- the use of software, scripts or databases in connection with the use of the website;
- Blocking, overwriting, modifying, copying data and / or other content on the Website, to the extent that this is not necessary for the proper use of the Website.

5.3 There is no claim by the user to maintain individual functions of the COPYTRACK services. COPYTRACK is eager to provide trouble-free operation. This is, of course, limited to services that COPYTRACK has an influence on.

5.4 COPYTRACK may restrict its services in whole or in part, in a timely manner, or in a permanent manner, if this is necessary with regard to maintenance, capacity limits, the security or integrity of the servers, the performance of technical measures or other events which are not within its sphere of control.

5.5 Should COPYTRACK be harmed by a culpable breach of the user's obligations according to clauses 3.2, 3.3, 3.6, 3.8, 5.1 and 5.2, the user is obliged to compensate the damage to COPYTRACK.

## **6. Licenses**

6.1 The user grants COPYTRACK a simple right of use, unlimited in respect of place, time or content, to the images uploaded by him for the purpose of carrying out the usage contract.

This includes but is not limited to the reproduction, storage and making the images available to the public as far as it is necessary for the exercise of the COPYTRACK services.

6.2 The user assures and guarantees to be the owner of the image rights and that the image are free of third party rights, in particular no copyright or other rights of third parties, such as designs, trademark rights or personality rights.

6.3 The user indemnifies COPYTRACK from all claims of third parties resulting from the infringement of rights of third parties within the scope of the usage contract. In this case, the rights holder assumes all costs incurred by COPYTRACK from third parties. Reimbursable costs also include the costs of adequate legal defense, including court and legal costs.

## **7. Contract duration and termination**

7.1 The contract of use runs indefinitely and can be terminated by either party at any time without observing a period of notice and giving reasons.

7.2 The termination must be declared in writing (§ 126b German Civil Code) against the contractual partner. The termination can also be explained by the fact that COPYTRACK deletes the user account of the user. COPYTRACK may make a deletion, in particular if the user does not comply with his duties as specified in points 3.2, 3.3, 3.6, 3.8, 5.1 and 5.2, in the case of other serious breaches of duty as well as well founded significant suspicions of a breach of duty as well as in the case where is no activity has been carried out in customer's account for more than 6 months, or the user of the e-mail address can not be reached.

7.3 In the case of termination, the customer's account, his data and his uploaded images will be deleted. If the user has concluded a business agreement with COPYTRACK regarding the assertion of claims for infringement of image rights, the customer account is only deactivated for the duration of the business agreement. The deactivation or deletion causes the user to no longer have access to his customer account. As soon as all business transactions with the user are concluded, the customer account and all contents are deleted.

7.4 The right of use granted pursuant to clause 6.1 shall end with the deletion of the customer's account and the uploaded images.

## **8. Liability**

8.1 COPYTRACK shall be liable without limitation if damage is caused by intent or gross negligence.

8.2 COPYTRACK shall only be liable for slight negligence if it is a breach of essential obligations and is thereby endangering the purpose of the contract or if COPYTRACK violates obligations which fulfill the proper implementation of the contract at all and if the user regularly complies with these obligations (Cardinal obligations). In this case, however, COPYTRACK is only liable for the foreseeable, contract-type damage.

8.3 The foregoing limitations on liability do not apply in case of injury to life, body and health.

8.4 Insofar as the liability of COPYTRACK is excluded or restricted, this also applies to the personal liability of COPYTRACK employees, representatives and vicarious agents.

## 9. Alternative dispute resolution

**COPYTRACK is neither obliged nor willing to participate in alternative dispute resolution proceedings in front dispute resolution bodies.**

## 10. Final provisions

10.1 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

10.2 Contracts concluded with COPYTRACK in the electronic business are not saved after the conclusion of the contract and are not made available to the contractual partner.

10.3 The court of jurisdiction for disputes arising out of or in connection with contracts between COPYTRACK and the users who are merchants, legal persons of public law or a public special fund is the place of business of COPYTRACK in Berlin.

10.4 COPYTRACK reserves the right to amend these General Terms and Conditions if a change in the legal situation, the supreme court case or the market conditions so requires. COPYTRACK will send the amended terms and conditions to the contract partner at least four weeks prior to its entry into force and to the intended validity of these new terms and conditions as well as the right of the user of the new General Terms and Conditions. If the contractual partner does not object to the validity of the new terms within this period, or if he logs in to the COPYTRACK services after the entry into force of the terms and conditions, the new AGB shall be deemed accepted. COPYTRACK will advise users of the importance of the four-week period, the right of objection, and the legal consequences of silence.

10.5 Amendments and additions to these General Terms and Conditions must be made in text form (§ 126b BGB).

10.6 The contract language is German. If the contractual partner is in another language and the translation deviates, the German version shall prevail.

Status of the GTC: June 17. 2021