



MICROTONE

General Terms and Conditions

1. Scope of application

MMT Microtone Music & Theatre Consulting and Production GmbH offers coaching for composers and artists.

These General Terms and Conditions (hereinafter referred to as "GTC") apply to the coaching contracts to be concluded via the website www.microtone.de between

MMT Microtone Music & Theatre Consulting and Production GmbH
Hammerichstr. 1
22605 Hamburg
Germany

(hereinafter referred to as "we", "Microtone" or "MMT Microtone")

and the customer.

These GTC shall apply exclusively. Deviating terms and conditions of the Customer shall not become part of the contract even if Microtone does not expressly object to their validity.

2. Subject matter of the contract

Subject of the contract are the following services:

- Individual coaching

Individual coaching will be carried out via video sessions. You will receive advice from our experienced experts on a musical composition and on other artistic questions in the field of music, with each session lasting 60 minutes.

The consulting is carried out in the form of a service contract in the sense of §§ 611 ff BGB (German Civil Code), unless otherwise agreed in writing between the contracting parties.

Microtone renders its services to the Customer in the form that Microtone's knowledge and skills are applied for the purpose of consulting and training. An expected success is not promised or guaranteed. The subject of the contract is therefore the performance of the agreed coaching services, not the attainment of a specific goal.

3. Only the version of these terms and conditions valid at the time of booking shall apply.

4. Terms of payment

- The prices stated on the website at the time of booking apply.
- All prices are stated in EUR and include the statutory VAT.
- An invoice is generally provided by e-mail as a PDF document. The invoice amount is due for immediate payment.



MICROTONE

- Access to a coaching session is subject to prior receipt of payment. Only upon receipt of a payment there is a claim to the provision of the coaching session.

5. Conclusion of the contract

- A contract is concluded by filling out the booking form at <https://microtone.de/book-a-session>, confirming the booking by clicking the button “Buy now” and successfully making a payment via one of the offered payment service providers.
- The booking always refers to one (1) coaching unit.
- In the booking form, you select a focus for your coaching session and provide us – if available – with the material to which the coaching should relate via upload or link.
- To complete your booking, you must provide your email address, first and last name, and address in full. Furthermore, you have to select a date and time when you would like to take advantage of the individual coaching. By clicking the button “Buy now” the order process is triggered.
- Before completing the booking, you have the possibility to check your details again, to change them (also via the “back” function of the form) or to cancel the booking. By checking the box, you agree to the storage and processing of your data and declare your consent to our terms and conditions.
- As a payment option, you can choose to pay via PayPal. By selecting the payment method “PayPal” you will be redirected to the log-in page of PayPal. After successful login, your address and account information stored at PayPal will be displayed. The payment is processed by PayPal under their terms and conditions. Provider of the service is PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.
- By clicking the “Book now with obligation to pay” button, you submit a binding offer to Microtone.
- Immediately after completing your booking you will receive a confirmation email from us, this only confirms the receipt of your booking, but not yet the conclusion of the contract. Only after successful payment and value date of the coaching fee, the contract between you and Microtone is considered concluded.

6. Contract term and termination

- The contract ends automatically by fulfillment.
- The extraordinary right of termination of each party remains unaffected. An extraordinary right of termination on our part exists in particular if your payment by PayPal has insufficient funds or is recalled, if you intentionally violate provisions of these Terms and Conditions or if the relationship of trust between the contracting parties is permanently disturbed. An ordinary termination is excluded.

7. Contractual text

The complete contractual text is not stored by us. Before sending the booking in the booking form, the contract data can be printed or saved electronically.



MICROTONE

8. After completion of the payment and receipt of the order by us, all order data as well as the legally required information and our terms and conditions will be sent to you by e-mail.

9. Duration of a coaching session, place of coaching, available languages.

- The duration of a coaching session is 60 minutes.
- All coaching sessions are one-on-one.
- Coaching takes place online via Zoom or equivalent online services.
- The coaching takes place in German or English.

10. Scope of services and unused services

The scope of services of the product depends on the focus you have selected:

- Feedback on your composition
- Further development of your skills as a composer, arranger, orchestrator
- Answering your questions about recording and music production
- Your individual request

11. All services are provided on the basis of the material (audio, video, PDF, Sibelius, Music XML, Logic files) submitted by you.

12. If, after reviewing submitted material, we determine that it is not sufficiently relevant in terms of subject matter, the coaching session will be cancelled. The payment made will be refunded.

13. If you cancel an ongoing coaching session, you are not entitled to a refund of the payment made. In case of interruptions due to technical malfunctions of the online services, for which the contractual partners are not responsible, a new appointment will be arranged for the remaining time.

14. Right of withdrawal for consumers

- As a consumer, you are entitled to a [right of withdrawal](#) in accordance with the instructions listed in the appendix.
- The withdrawal period begins with the conclusion of the contract, namely after payment of the coaching fee via PayPal. The contract is concluded at the moment you receive the confirmation email of the purchase from Microtone.
- Regarding coaching, the following specifics of the right of withdrawal apply:

If you book a coaching session and Microtone is to start the service directly or within the 14-day cancellation period by selecting your desired date, you insofar waive the right of cancellation to which you are entitled.

15. Cancellation of the Coaching by Microtone

- Microtone is entitled to cancel a Coaching if Microtone's Coach is prevented from attending the appointment through no fault of his own and no replacement can be provided.
- In the event of a cancellation, we will immediately make every effort to arrange a replacement appointment. If no alternative date can be found, the payment made will be refunded.



MICROTONE

16. Access to Microtone Coaching

- Upon conclusion of the contract, you will receive an access link to the corresponding video conference at least 48 hours before the agreed coaching date. The access is limited to you as a customer and not transferable to others. Third parties cannot participate in the video conference.
- In the event of the technical, temporary unavailability of required online services such as Zoom, for which the contractual partners are not responsible, the contractual partners shall endeavor to find an alternative date. If no alternative date can be found, the payment made will be refunded.

17. Protection of your intellectual property

- You represent that the materials you provide online (e.g.: audio, video, PDF, Sibelius, Logic files...) are your intellectual property.
- You grant Microtone permission to store and use your materials in preparation for your session.
- Upon completion of the coaching session, Microtone will delete all materials provided by you. Any changes made during the coaching session become your intellectual property.

18. Right to use the digital content or the documents from the coaching.

- All audio/video and PDF files, accompanying emails and other documents received from Microtone during the coaching may only be accessed (downloaded) and used by you as the client and only for your own use. Otherwise, all rights of use of files and documents provided by Microtone remain with Microtone. This means that the samples and documents as well as the knowledge conveyed with them may not be made available to third parties, neither free of charge nor for a fee.
- Therefore, in particular the making of copies of files or printouts for third parties, the passing on or forwarding of files and documents to third parties or any other utilization for other than own study purposes, whether against payment or free of charge, requires the express prior written consent during and also after termination.

19. Collection, storage and processing of personal data

In order to carry out and process a booking, Microtone requires the following data from you:

- First and last name
- Your address
- e-mail address
- for entrepreneurs company name and VAT ID No.

The name information, especially the company name and address must be correct. Invoices will be issued on the basis of this information.

Furthermore, we refer to the regulations of our privacy policy on our website. The data protection regulations for coaching can be found here: <https://microtone.de/data-privacy>.

20. Provision of suitable, own IT infrastructure and software.

As the customer, you are responsible for providing and guaranteeing Internet access (hardware, telecommunications connections, etc.) and the other technical equipment and software required to use our online offers (in particular web browsers, PDF programs such as Acrobat Reader®, Zoom) yourself and at your own expense and risk.



MICROTONE

21. General information about Microtone Coaching

- Coaching is based on interaction, communication and cooperation.
- Participation in coaching requires a self-directed willingness to learn. Therefore, Microtone cannot promise the achievement of a certain success for the coaching. Microtone accompanies a learning process through assistance, patterns and instructions. The implementation of these and the decision making are solely up to you.
- The coaching does not follow a predefined agenda. It builds on the materials you provide and the focus you choose.

22. Prohibited content

While we do not wish to impose creative restrictions on our customers, we do not allow pornographic, violent, fraudulent or illegal content. Such content may not be uploaded, published, shared, offered or sold through our services. Copyrighted works may not be uploaded, published with or through our services. Since we cannot rule out copyright infringement despite careful review, in all cases the user is liable for claims from the original creator or legal representation.

23. All information shared during the coaching about the way we provide our services (ideas, concepts and operational experience developed by Microtone, know-how) and which must be kept secret due to legal regulations or the nature of the matter are subject to business secrecy. You undertake to maintain the business secret and to keep the aforementioned information confidential.

- The obligation to maintain secrecy shall survive the end of our cooperation.
- The following information is not affected by the obligation of confidentiality:

Information that

- was already known before the confidentiality obligation,
- has been developed independently by Microtone
- was or is publicly available at the time the information was received, or subsequently became publicly available through no fault of your own.

24. Confidentiality of both parties

- Microtone agrees to keep confidential all confidential information received in the course of the Coaching during the duration and also after the termination of the Coaching.
- You undertake to maintain confidentiality about all information that is to be treated as confidential, of which you gain knowledge in the course of the Coaching, and to use this information towards third parties only by way of prior written agreement. This also applies to all documents that you receive in the course of the coaching.

25. Limitation of Liability

Microtone's coaching services are provided "as is" and "subject to availability" without warranty or representation of any kind, either express or implied. Microtone shall not be deemed the publisher of any content provided by third parties. The User is responsible for the content provided by him/herself. The user confirms Microtone to dispose of



MICROTONE

the rights of use of the published content and indemnifies Microtone against copyright or trademark infringements as long as Microtone is not at fault. There will be no editorial or legal review of the published content by Microtone. Microtone's liability is limited, as far as legally permissible, to cases of gross negligence and intent. Microtone excludes in particular any liability for indirect damages or damages resulting from defects. Microtone shall not be liable for any indirect, incidental, special, exemplary or consequential damages, lost profits, lost data or business interruption arising in any way out of the use or inability to use the Microtone services, whether or not Microtone has been advised of the possibility of such damages. Microtone does not warrant to be free of security breaches and is not liable for cyber-attacks, misuse or theft of data. We cannot guarantee that our security procedures will always be error-free, that the transmission of your data will always be secure, or that unauthorized third parties will never be able to circumvent our security measures or those of our third-party service providers. Neither party shall be liable for any failure or delay in performance of its obligations if such failure or delay is due to force majeure, including strikes. You acknowledge and agree that Microtone's maximum liability to you shall not exceed the amount paid by you to Microtone in the ninety (90) days immediately preceding the date you first submit a claim. To the fullest extent permitted by law, these disclaimers and limitations of liability apply to all damages or injuries caused by or related to your use of or inability to use the Microtone Services, regardless of cause or action in any jurisdiction, including, but not limited to, actions for breach of warranty, breach of contract or wrongful act (including negligence). This does not affect liability for willful misconduct, gross negligence, personal injury, breach of the Product Liability Act and cardinal errors.

26. Force majeure

- Force majeure shall be deemed to exist if an external event occurs which has no operational connection and which cannot be averted even by exercising the utmost care that could reasonably be expected. Force majeure is assumed in the case of natural disasters (floods, earthquakes, natural disasters, storms, hurricanes, fire, political events (wars, civil wars), as well as other events such as epidemics, pandemics, diseases and quarantine orders by authorities, countries and states.
- The above lists are not exhaustive; comparable events, such as those mentioned in paragraph 1, also fall under the concept of force majeure.
- The party that first learns of the event shall inform the other party in a timely manner.
- In the event of force majeure as referred to in paragraph 1, it is agreed that the contractual relationship shall end immediately. Payments made shall be refunded by Microtone if a corresponding claim exists.

27. Modification of these GTC

Insofar as these GTC change, the new GTC will be published in the log-in area.

28. Alternative Dispute Resolution

In addition to the ordinary legal process, there is also the possibility of an out-of-court settlement of disputes in accordance with Regulation (EU) No. 524/2013. For details, please refer to Regulation (EU) No. 524/2013 and at the Internet address: <http://ec.europa.eu/consumers/odr>.

29. Final Provisions

- The terms and conditions written here are complete and final. Changes and additions to these terms and conditions should, in order to avoid ambiguities or disputes between us about the respective agreed content of the contract, be made in writing - whereby e-mail (text form) is sufficient.
- Applicable law and consumer protection regulations:



M I C R O T O N E

- The law of the Federal Republic of Germany shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods applicable in Germany if:
 - You order as an entrepreneur,
 - you have your habitual residence in Germany, or
 - your habitual residence is in a country that is not a member of the European Union.
- In the event that you are a consumer within the meaning of Section 13 of the German Civil Code (BGB) and you have your habitual residence in a member state of the European Union, the applicability of German law shall also apply, whereby mandatory provisions of the state in which you have your habitual residence shall remain unaffected.
- Consumer in the sense of the following regulations is every natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his self-employed professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her self-employed professional or commercial activity.
- If you, as a consumer, had your domicile or habitual residence in Germany at the time of conclusion of the contract and have either moved out of Germany at the time we file an action or your domicile or habitual residence is unknown at that time, the place of jurisdiction for all disputes shall be Hamburg (Local Court or Regional Court of Hamburg). For entrepreneurs, the place of jurisdiction for all disputes in Hamburg (local court or district court of Hamburg).
- The buyer is not entitled to assign claims arising from the contractual relationship to third parties without our consent.
- Should individual provisions of this contract be or become invalid, this shall not affect the remainder of the contract. The scope of performance agreed in the provision shall then be adjusted to the legally permissible extent.

Version 02/2021