

General terms and conditions for retrieving content from SV Media

1. Subject matter of the contract and area of use

1.1. SV-Media is an offer from the Verein für Deutsche Schäferhunde (SV) e.V. (German Shepherd Dog Association), Steinerne Furt 71, 86167 Augsburg (subsequently called "SV").

1.2. The existing general terms and conditions (subsequently called „GTC“) apply to retrieving the contents of SV media. To register with SV Media the conditions of use for SV Media also apply.

1. The SV is authorised to change the contents of these GTC with the agreement of the customer. As long as the change is reasonable taking into account the interests of SV for the customer. Agreement to the contractual changes counts as having been given if the customer does not object within four weeks of receiving the message of change. The SV is obliged to inform the customer of the consequences of a defaulted objection via a message of change.

2. Conclusion of the usage contract and scope of services

2.1. The contract about the provision of payable SV Media services between the SV and the customer is concluded by the fact that the SV accepts the retrieval or ordering of the registered customer with the provision of the service. The SV reserve the right to refuse the conclusion of a usage contract with a customer in individual cases for serious reasons.

The usage contract about the live package guarantees the right to access the ordered event for the relevant period of time.

The usage contract about the premium package has a duration of 12 months and begins after conclusion of the contract (by entering the user name and password after access by e-mail) and ends with the complete fulfilment of the mutual contractual obligations. In this respect a cancellation is not necessary.

Streaming in the sense of these GTC is to be understood as the transmission of synchronised and unchanged use by the customer, in which no permanent copy is created on the terminal device of the user.

2.2. The content made available to the customer by SV is legally protected, in particular by copyright and service protection rights. The customer is only given the non exclusive, non transferrable and non sub licensable restricted usage rights to use the contents within the contractually provided limits (Streaming, individual call up and/or subscription, time restricted) for performance in a private place for non commercial purposes taking into account the remaining conditions of the contractual relationship.

Purchasers of the premium package furthermore have the opportunity to use the teaching films and REIVISION archives at any time, as well as full access to all live packages.

2.3. The customer does not obtain any further usage rights. They are in particular not authorised to process or change the contents in any way, make the content available to third parties, copy content to physical carriers ("burn" it) and/or copy or transfer it to portable play back devices.

2.4. You can see the current price and service overview from 1.8.2009 at <http://www.schaeferhunde.de/site/index.php?id?=1152> and is accepted as a significant contractual component.

3. User fee

3.1. The customer is obliged to pay the relevant user fee for the payable SV Media according to the stipulations of the following regulations.

3.2. Billing starts on the day of concluding the contract.

3.3. Bills will be sent by post.

3.4. The fees can only be paid by direct debit or credit card.

3.5. In the case of failure to pay the legal regulations apply.

In the case of blocking due to significant violations of duty in accordance with fig. 4.1 the payment obligation is still valid and the enforcement of further claims due to delay in payment.

In the case of a cancellation pronounced by SV for a serious reason, SV has the right to demand a sum of 75% (seventy five percent) of the sum of the annual usage fee, which the customer must pay within the contractual period at the same time as a cancellation in good time, if the customer cannot prove that the SV did not incur any damages whatsoever, or the actual damages are significantly lower than this sum.

3.6. The customer payment obligation also exists for usage fees that arise due to authorised or unauthorised retrieval of content by third parties, using the customer connection or by using the customer password. This does not apply if the customer does not need to cover this usage. The customer is obliged to prove that they do not need to cover the usage.

4 Particular duties and obligations of the customer

4.1. The customer must not use SV media abusively, in particular they may

a) only use the retrieved content for performances in a private area for non commercial purposes;

b) not show the retrieved content publicly, make it accessible to the public, save it permanently and/or locally, send, process, copy, circulate, sell, publicly reproduce, advertise, support these kinds of uses or use it in any other form outside of the contractually defined purpose;

c) only use the retrieved content under consideration of the national and international copyright in the scope of the usage rights given in this content and may not copy the content;

d) not remove or change copyright and protective right marks from the content. The customer must protect the content from any use by non authorised persons and any other misuse.

4.2. the customer is liable to the SV for damages, costs and expenses which are accrued due to infringements against the usage contract relationship between the SV and the customer, in particular from obligations arising from fig. 4 and releases the SV from any claims that may arise due to this. This does not apply if the customer does not have to cover this infringement. The customer is obliged to provide proof that they do not need to cover the infringement.

4.3. In the case of infringements against the obligations of the customer arising from the usage contract relationship or well founded significant reasons for suspicion of an infringement of obligation, SV has the right to block the relevant service or function which the infringement arose from. In the case of an infringement of obligation by the customer as well as in the case of well founded significant reasons for suspicion of an infringement of obligation, the SV is furthermore authorised to cancel the usage contract relationship for a serious reason, without giving notice.

5. Liability

5.1. SV is liable without restrictions for personal injury. They are liable for other damages if they or their agents violate a significant contractual obligation (cardinal obligation) in a way that endangered the contractual purpose or the damages can be attributed to gross negligence or intent on the part of SV or their agents. If a culpable infringement of a significant obligation (cardinal obligation) occurs in a way that is not grossly negligent or intentional, then the liability of SV is limited to such typical damages which were reasonably foreseeable for the SV at the time of concluding the contract.

5.2. This limitation of liability applies to contractual and non contractual claims. Liability based on compulsory legal regulations remains unaffected.

6. Duration and termination of the usage contract

6.1. The usage contract for a live package guarantees the right to access the ordered event for the relevant period of time.

The usage contract for the premium package has a duration of 12 months and begins after completing the contract (by entering the user name and password after access by e-mail) and ends with complete fulfilment of the mutual contractual obligations. In this respect cancellation is not necessary.

6.2. Both parties reserve the right to cancellation for a serious reason. The cancellation must be in written form.

7. Data protection

Personal data will only be collected, processed and used by the SV, as long as there is not a separate additional agreement or the Federal data protection law, the telemedia law, or another legal regulation allocates or allows it, only for the purposes of forming a customer relationship, contractual grounds and handling or for billing purposes.

8. Right to withdrawal

The customer can withdraw their contractual declaration in written form within two weeks without giving a reason (e.g. letter, fax, e-mail). The period begins at the earliest with the receipt of these withdrawal instructions (or the possibly delivered hardware) within the above named period. (See point 10 special instructions for live package). The withdrawal is to be orientated towards:

Verein für Deutsche Schäferhunde (SV) e.V. (The German Shepherd Dog Association), Steinerne Furt 71, 86167 Augsburg

9. Consequences of withdrawal

In the case of an effective withdrawal the services received on either side are to be refunded and if necessary involved benefits (e.g. interest) are to be given out.

10. Special information

The right of withdrawal of the customer expires prematurely, if the SV has already begun to carry out the service with the express agreement of the customer before the end of the withdrawal period, or the customer caused this themselves (e.g. by retrieving content from SV Media).

11. Other

For all legal relationships between the SV and the customer, exclusively the stipulated law of the Federal Republic of Germany for the legal relationships of inland parties applies, excluding the UN sales law. Severability clause.

If one or more clauses of these general terms and conditions are invalid, the remaining conditions are unaffected.