

TERMS & CONDITIONS

These terms and conditions apply to the websites of www.muse.de and www.digital-muse.com.

1. Cooperation

1.1 The parties shall cooperate in a spirit of trust and shall inform each other immediately in the event of deviations from the agreed procedure or doubts as to the correctness of the other's procedure.

1.2 If the customer recognizes that his or her own information and requirements are incorrect, incomplete, ambiguous or impracticable, he or she must immediately inform muse | business solutions | design (hereinafter referred to as muse) of this and the consequences that he or she recognizes.

1.3 The contracting parties shall name to each other contact persons and their deputies who shall be responsible and expertly manage the execution of the contractual relationship for the contracting party naming them.

1.4 The parties shall inform each other immediately of any changes in the persons named. Until receipt of such notification, the previously named contact persons and/or their deputies shall be deemed authorized to make and receive declarations within the scope of their previous power of representation.

1.5 The contact persons shall agree at regular intervals on progress and obstacles in the execution of the contract in order to be able to intervene in the execution of the contract if necessary.

2. Duties of cooperation of the customer

2.1 The customer supports muse in the fulfillment of its contractually owed services. This includes in particular the timely provision of information, data material as well as hardware and software, as far as the customer's cooperation services require this. The customer will instruct muse in detail regarding the services to be provided by muse.

2.2 If the customer has undertaken to provide muse with materials (image, sound, text, or similar) in the course of the execution of the contract, the customer shall make these materials available to muse immediately and in a common, directly usable, preferably digital format. If it is necessary to convert the material provided by the customer into another format, the customer shall bear the costs incurred for this. The customer shall ensure that muse receives the rights necessary for the use of these materials.

2.3 The customer will perform acts of cooperation at his own expense.

3. Participation of third parties

3.1 The customer is responsible for third parties who are active for the customer in muse's area of activity at the customer's request or under his or her toleration, as well as for vicarious agents. muse is not responsible to the customer if muse cannot fulfill its obligations to the customer in whole or in part or not in a timely manner due to the behavior of one of the aforementioned third parties.



4. Appointments & Deadlines

4.1 Appointments for the provision of services may only be confirmed by the contact person on the part of muse.

4.2 The contractual parties will set deadlines in writing if possible. Deadlines, the non-observance of which causes a contracting party to be in default without reminder according to § 286 paragraph 2 of the German Civil Code (binding deadlines), must always be set in writing and designated as binding.

4.3. muse is not responsible for delays in performance due to force majeure (e.g. strike, lockout, official orders, general telecommunication disturbances, etc.) and circumstances within the customer's area of responsibility (e.g. untimely provision of cooperation services, delays by third parties attributable to the customer, etc.) and entitles muse to postpone the provision of the affected services for the duration of the hindrance plus an appropriate start-up time. muse will notify the customer of delays in performance due to force majeure.

5. Changes in services

5.1 If the customer wants to change the contractually agreed upon scope of the services to be provided by muse, he/she will express this change request in writing to muse. The further procedure will be governed by the following provisions. In the case of change requests that can be quickly reviewed and probably implemented within 8 working hours, muse may refrain from the procedure in accordance with paragraphs 2 to 5.

5.2. muse will examine what effects the desired change will have, especially with regard to compensation, additional expenses and deadlines. If muse recognizes that the services to be provided cannot be performed or can only be performed with delay due to the examination, muse will inform the customer of this and will point out that the change request can still only be examined if the affected services are postponed for an initially indefinite period of time. If the customer agrees to this postponement, muse will carry out the review of the change request. The Customer is entitled to withdraw his change request at any time; the initiated change procedure will then end.

5.3 After reviewing the change request, muse will inform the customer of the effects of the change request.

The statement contains either a detailed proposal for the implementation of the change request or information on why the change request cannot be implemented.

5.4 The contracting parties shall immediately agree on the content of a proposal for the implementation of the change request and shall attach the result of a successful vote to the text of the agreement to which the change refers as a supplementary agreement.

5.5 If no agreement is reached or if the amendment procedure ends for any other reason, the original scope of services shall remain unchanged. The same shall apply in the event that the customer does not agree to a postponement of the services for the further performance of the test in accordance with paragraph 2.

5.6 The dates affected by the amendment procedure shall be determined taking into account the duration of the examination, the duration of the vote on the amendment proposal and, if applicable, the duration of the change requests to be carried out plus a reasonable start-up period will be postponed if necessary. muse will inform the customer of the new dates.



5.7 The customer shall bear the expenses resulting from the change request. This includes in particular the examination of the change request, the preparation of a change proposal, and any downtimes. In the event that the parties have agreed upon daily rates, the expenses will be charged according to these rates, and otherwise according to muse's usual remuneration.

5.8. muse has the right to change or deviate from the services to be provided according to the contract if the change or deviation is reasonable for the customer, taking into account the interests of muse.

6. Remuneration

6.1 The customer shall bear all expenses such as travel and accommodation costs, expenses and claims for payment by third parties arising in the context of the execution of the contract. Travel expenses will only be reimbursed if the distance from muse's headquarters is more than 50 km. muse may charge a handling fee for handling orders with third parties whose costs are directly passed on to the customer.

6.2 muse will be remunerated according to time spent, which will be invoiced monthly or by agreement according to the offer. Decisive for the compensation of time spent are the currently valid compensation rates of muse, unless otherwise agreed upon. muse is entitled to change or supplement the compensation rates on which the agreements are based at its own discretion (§ 315 BGB). Cost estimates or budget plans prepared by muse are not binding.

6.3 If the parties did not reach an agreement on the compensation of a service by muse, which the customer could expect to receive only in return for compensation, the customer has to pay the usual compensation for this service. In case of doubt, the compensation rates demanded by muse for its services are considered usual.

6.4 All contractually agreed-upon fees are exclusive of the statutory value added tax.

7. Rights, copyright notices, image licenses

7.1. muse grants the customer the simple, spatially and temporally unrestricted right to use the provided services in accordance with the contract. The right will be individually agreed upon and contractually confirmed for each product and customer. For larger products, the right of use will be replaced by an individually determined user fee (for right not limited in space and time). If software is the object of the services, §§ 69 d and e UrhG Germany, apply.

7.2 Any use other than that described in paragraph 1 is not permitted. In particular, the Customer is prohibited from granting sub-licenses and from copying, leasing or otherwise exploiting the Services.

7.3 muse reserves all property rights, exploitation rights, and copyrights to concepts, drafts, illustrations, calculations, demo versions, documentation, and other documents, unless expressly agreed otherwise.

7.3 Develops muse within the scope of its services for the customer, muse has the right to be named as the author. muse has the right to add a corresponding note in a form and design that is customary in the market.



7.4 The Principal undertakes to integrate the muse name in a clearly recognizable manner on the homepage and on the contact page for Internet orders, and to link the image with or without the logo to the muse homepage. In the case of print products, muse must be mentioned in the imprint or on another page with the internet address and telephone number. (Created by muse.de)

7.5 Unless expressly agreed otherwise, image licenses transferred to the client are not included in the remuneration. These will be agreed upon separately with the customer by muse.

These will be billed separately to the client by muse, depending on the number and the provider of the images. muse does not create an individual listing for this, as the providers have different conditions. If the customer still wishes an individual listing, he or she must bear the costs for the additional time required.

7.6 muse holds the sole rights to the photos created by muse; passing them on to third parties to create media products is not permitted. Muse photos are not "Roalty-Free" and must be expressly authorized by muse for use. The remuneration depends on the image motif, unless otherwise agreed.

7.7 All products created by muse are subject to the copyright of muse and are protected by copyright. The Principal may not pass on any files to third parties for further work without the express consent of muse. If a product is further processed by third parties, rights of use must be paid for, which must be agreed upon with muse in advance. 7.8 Until complete payment of compensation has been made, the customer is only permitted to use the services provided on a revocable basis. muse can revoke the use of such services for which the customer is in default of payment for the duration of the default.

8. Infringement of Property Rights

8.1. muse shall indemnify the customer at its own expense from all claims of third parties arising from violations of industrial property rights (patents, licenses and other industrial property rights). Excluded from this are media and licenses provided to muse by customers or by third parties acting on behalf of the customer. The customer will inform muse immediately about any claims asserted by third parties. If the customer does not immediately inform the agency about the asserted claims, the claim for indemnification shall expire.

8.2 In the case of violations of property rights muse may - without prejudice to any claims for damages by the customer - at its own discretion and at its own expense and after prior consultation with the customer, make changes with respect to the affected service which, while protecting the customer's interests, ensure that a violation of property rights no longer exists or acquire the necessary rights of use for the customer.

9. Cancellation

9.1 The customer can only withdraw from the contract due to a breach of duty not consisting of a defect in the purchased item or work if muse is responsible for this breach of duty.



10. Liability

10.1. muse is liable for intent and gross negligence. In cases of slight negligence muse is only liable in the event of a breach of an essential contractual obligation (cardinal obligation) as well as for damages resulting from injury to life, body or health.

10.2 In the case of slight negligence the liability is limited to the amount of the foreseeable damage that can typically be expected to occur.

10.3. muse is not liable for the loss of data and/or programs to the extent that the damage is due to the fact that the Customer has failed to perform data backups and thereby ensure that lost data can be restored with reasonable effort. muse offers the Customer a backup of all data; the costs for this are to be borne by the Customer. The basis is the valid hourly rate.

10.4 The above provisions shall also apply in favor of muse's vicarious agents.

11. Non-poaching clause

11.1 The customer is obligated not to poach employees from muse during the duration of the cooperation between the parties and for a period of one year thereafter, or to hire or directly commission employees without muse's consent. In the case of collaborations with third party companies or managing directors of these companies, the customer agrees not to place any direct follow-up orders to these companies without the collaboration to be continued by muse. For each case of culpable violation, the customer is obligated to pay a contractual penalty to be determined by muse and, in the event of a dispute, to be reviewed by the responsible court.

12. Secrecy, Press release

12.1 The documents, concepts, drafts, knowledge and experience handed over to the other party to the contract may only be used for the purposes of this contract and may not be made accessible to third parties unless they are intended to be made accessible to third parties or are already known to the third party. Third parties are not auxiliary persons such as freelancers, subcontractors, etc. who are called in to carry out the contractual relationship.

12.2 Furthermore, the contracting parties agree to maintain confidentiality regarding the contents of this contract and the knowledge gained during its execution.

12.3 The confidentiality obligation shall continue to apply even after the termination of the contractual relationship.

12.4 If one of the contracting parties so requests, the documents handed over by it, such as strategy papers, briefing documents etc., shall be returned to it after termination of the contractual relationship, unless the other contracting party can claim a legitimate interest in these documents.

12.5 Press releases, information, etc., in which one party to the contract refers to the other party to the contract shall only be permitted after prior written agreement - also by e-mail.

13. Arbitration

13.1 In the event of any disagreement arising out of or in connection with this contractual relationship, the parties shall first attempt to find a solution by a thorough discussion between the contact persons.



13.2 Disputes that cannot be resolved by the parties shall be settled by arbitration. If one of the parties refuses to carry out a conciliation procedure, it may go to court if it has informed the other party in writing in advance.

13.3 In order to enable arbitration, the parties mutually waive the defense of the statute of limitations for all claims arising from the life facts in dispute from the request for arbitration until one month after the end of the arbitration procedure. The waiver causes an inhibition of the statute of limitations.

14. Terms of Payment

14.1 Unless otherwise agreed, the amounts stated in the order confirmation or the contract are due within one week as follows: 50% when the order is placed, 30% for interim presentation or partial acceptance, 20% after complete performance and acceptance. In the event that the customer delays the activation of the project after completion of all work performed by muse, the remaining amount is due for payment at the latest two weeks after completion of the project.

14.2 Service and communication costs are to be borne by the customer and will be charged separately.

15. Reservation of proprietary rights

15.1 muse reserves the right of ownership of its deliveries until all payments from the business relationship with the customer have been received.

15.2 The aforementioned rights of use shall only be available to the Principal after complete settlement of the invoice issued for the project processing.

16. Miscellaneous

16.1 The assignment of claims shall only be permitted with the prior written consent of the other contracting party. Such consent may not be unreasonably withheld. This shall not affect the provisions of § 354 a HGB.

16.2 A right of retention may only be asserted for counterclaims arising from the respective contractual relationship. The contracting parties may only set off against claims which have been determined to be legally binding or are undisputed.

16.3 muse may name the customer as a reference customer on its web site or in other media. muse may also publicly reproduce or refer to the services provided for demonstration purposes unless the customer can assert a conflicting legitimate interest.

17. Final provisions

17.1 All amendments and supplements to contractual agreements must be recorded in writing for verification purposes. Notices of termination must be made in writing. Notices, which must be made in writing, may also be made by e-mail.

17.2 Should individual provisions of the party agreements be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. In this case, the parties shall



replace the invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the agreements.

17.3 General terms and conditions of the customer shall not become part of the contract.

17.4 The law of the Federal Republic of Germany shall apply, excluding private international law and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is Würzburg, Germany.

