

With the registration as a user of the services provided by FABINET, you accept the following General Terms and Conditions for using the services provided by FABINET (this document is hereinafter referred to as the General Terms and Conditions, or abbreviated: “GTC”).

FABINET is a platform for the cooperation of entrepreneurially active people working in the film-creative and theatrical-creative industries including other issues related therewith, such as the marketing of ideas, concepts, and screenplays. The offer to establish a contractual relationship with FABINET via the platform is directed exclusively at people who want to use FABINET and are considered entrepreneurs in accordance with §14 German Civil Code.

The user concludes the contract about the use of the services of FABINET with the FABINET GbR. Other contact dates as well as the name of a representative, office-entitled person of the FABINET GbR are available at the “Impressum” or “About Us” section.

The user can print out, download, or store the GTC at any time, i.e. also after the contract was concluded, by following the link “AGB” or “GTC“ installed on every FABINET website.

General Terms and Conditions of the FABINET GbR

1 Object of Agreement

It is FABINET’s goal to provide concrete project-related contacts for authors working in the film and theatre industry among each other. Further, FABINET’s goal is to establish contacts between these authors and active producers that are working in the film and theatre industries.

FABINET offers two mutually excluding user modes – each of them located in a closed contact forum – in order to facilitate its objective in accordance with the customers’ wishes and demands

- Registration upon payment as a user in the authors’ area,
- Registration as a user in the producers’ area.

1.1 A user may not register in both areas. The registering party declares during the registration procedure to not have registered in the other area before. Without the registration procedure and the identity audit linked with it, no access to the platform is granted.

1.2 Details to the remunerations of the membership are regulated on the FABINET website under the link “Dienste” or “Services“. The prices quoted there are binding. The payable fee for the granted whole term membership is immediately due for payment. The user is to pay by means of transfer.

FABINET is authorised to forward the user’s invoices for the compensation fees via e-mail to the user.

1.3 FABINET makes available to its users only those data and/or information provided its users that do not infringe any legal regulations or these very GTC. FABINET is entitled to remove illegal contents without prior notification from the FABINET websites.

1.4 FABINET offers its users a platform facilitating the process of establishing contact with other users. To this end, FABINET provides its users with such technical applications, which allow establishing a general form of contact between the users. Nevertheless, establishing contact immediately on the platform is exclusively possible for users that have registered as authors. The contact between any user registered as author and any user registered as producer is established by FABINET upon specific inquiry by the producer in the process of an individual case-by-case procedure. FABINET does not participate in the users’ communication among themselves with regard to the content.

FABINET acts merely as a mediator with regard to a possible scenario wherein the user is offered access to third party services via FABINET. This remains valid even in case those third party services are free of charge. These third parties are in no case acting as FABINET's vicarious agents. Contractual relationships are established exclusively with the third party as a service provider.

In case FABINET users conclude contracts among themselves, FABINET shall not be considered a contracting party in these contractual relationships. FABINET is merely a mediator. The users are exclusively responsible for both liquidation and fulfilment of the concluded contracts. FABINET cannot be held liable for any unsuccessful contract that was agreed upon using the platform. FABINET cannot be held liable for any breach of duty based on a contract concluded between its users.

- 1.5 The user accepts that a 100% availability of the FABINET websites cannot be realised due to technical reasons. Nevertheless, FABINET is working hard to keep the FABINET website consistently accessible. However, short-time unavailability or a temporary shutdown of services usually provided on the FABINET websites might be caused in particular by maintenance efforts, security issues, too much traffic, or in case of other events that go beyond FABINET's sphere of influence, among them for example a malfunctioning of the public communication nets, failing power supply and others.

2 Registration, Features Confirmed during Registration

- 2.1 The user has to register before using the services of the FABINET website.
- 2.2 The user assures that all data provided by him or her in the registration are true and complete. In particular the user assures, that he or she acts as an individual that is considered an entrepreneur in accordance with §14 German Civil Code. If the user is a legal entity, the registering person assures to act as a lawful representative of this legal entity. The user is obliged to indicate changes in the data set used for the registration with FABINET immediately. The user may not use pseudonyms or any other stage name or pen name that is not registered in the respective person's identity card. If the data provided by the user are incorrect or incomplete, or if FABINET has reason to believe that the dates are not correct, not up to date, or incomplete, FABINET reserves the right to block the affected account or to close it altogether. Further, FABINET reserves the right to exclude the user from using currently offered or yet to be offered services temporarily or permanently.
- 2.3 The user assures that he or she is of full age at the time of registration.
- 2.4 During the registering procedure, the user receives a passport that can be changed later. The user is obliged to keep his password a secret. FABINET will not transfer the password to any third party nor will it ask the user to disclose the password at any time.
- 2.5 By concluding the registration process, the user offers the conclusion of a contract regarding the use of the services provided in one of the two areas of the FABINET websites. FABINET accepts this offer to close a contract and thus connects the user to the services of the FABINET websites. By accepting the user's offer to close a contract, the contract is closed in mutual agreement between the user and FABINET.
- 2.6 Every user may register only once and may hold only one user profile.
- 2.7 FABINET cannot determine with certainty whether a registered FABINET user is actually the person the user profile claims to be due to technical reasons. Hence, FABINET provides no guarantee for the actual identity of a user. Therefore, every user has the responsibility to check the other user's identity.

3 User's Obligation

3.1 The user is obliged

3.1.1 to provide only true and non-misleading data in his profile and in his communication with other users; further to not use pseudonyms, stage names, or pen names.

3.1.2 to act in accordance with applicable laws and any third party rights when using the content and services of the FABINET website. The user is in particular prohibited

- to use insulting or libellous contents, regardless whether these contents concern other users, other people, or companies;
- to use pornographic content or contents violating the Law for the Protection of the Youth or to promote, offer, or acquire products that are pornographic or in violation of the Law for the Protection of the Youth;
- to harass other users (compare to §7 of the Law Against Unfair Competition, German UWG),
- to use legally protected contents (e.g., by the copyright law, brand rights, patent right, design protection law, and utility model law) without being entitled to, or to promote, offer, or acquire other goods or services subject to legal protection
- to promote or to carry out anticompetitive actions.

3.1.3 Whenever the use of services provided by FABINET results in an agreement to commercialize a project presented on FABINET, FABINET must be informed about this, the identity of the agreement parties, and the business volume.

3.2 The user must refrain from

- Blocking, overwriting (data), modifying, and copying as far as this is not necessary for the proper use of the services provided on the FABINET website.
- Spreading and public reproduction of contents displayed on the FABINET website or from other users/originators, unless the originator has expressly approved this by a Creative Commons Licence (CC).
- Every action, which is likely to affect the functionality of the FABINET infrastructure, in particular to stress the infrastructure with excessive traffic.

4 Right to Modification

FABINET reserves the right to modify the services offered on the FABINET website, except when this is not reasonable for the user.

5 Termination of Contract

5.1 The contractual relationship for the authors' area is limited to a term of 6 months. By the end of those six months, the contractual relationship terminates automatically without a notice of termination. The user may seamlessly conclude another six-month contractual relationship upon prior notification of FABINET at the latest 5 days before the termination of the soon-to-terminate contractual term.

This does not affect the right of both parties to terminate the contract due to important reasons.

5.2 FABINET considers in particular the following to be important reasons:

- If the continuation of the contractual relationship up until the termination of the legal term of notice is not reasonable for FABINET when taking into account all circumstances of the specific case and under consideration of the interests of FABINET and the user. In particular the following events are important reasons:
- Disregard of legal regulations by the user;
- Violation of contractual duties by the user, in particular paragraph 2 and 3 of these GTC;
- One user damnifies one or more other users.

5.3 If such an important reason in accordance with paragraph 5.2 is effective, FABINET is entitled to the following measures that may be implemented independently from a notice in accordance with paragraph 5.2:

- Deleting contents uploaded by the user,
- Issue an official warning letter in writing, or
- Blocking access to the services of the FABINET website.

6 Responsibility for the Users' Contents, Dates and/or Information

6.1 FABINET assumes no responsibility for contents, data, and/or information as well as for links to external websites provided by the users of the FABINET website. In particular, FABINET does not guarantee that these contents are true, serve a certain purpose, or may serve such a purpose.

6.2 If a user detects any way of using the FABINET website in a manner or way, which is against the law or in violation of the contract (that includes using misleading identities), he or she may forward this information using the contact form available on each site.

7 Liability of FABINET

Compensation claims – for whatever legal reason – against FABINET (including their vicarious agents) which fulfil the prerequisite of slight negligence are only considered valid if essential contractual obligation/cardinal obligations have been violated. In this case, compensation claims are limited in financial scope to the typically predictable damage.

Claims based on physical injury as well as physical damage according to the product liability law remain unaffected.

8 Exemption

8.1 The user releases FABINET from all claims, including compensation claims, which other users or other third parties may assert against FABINET because of a violation of their rights caused by the contents made available by users of the FABINET website. The user takes over all adequate expenses payable by FABINET because of a violation of any third party right, including the adequate expenses originating for the legal defence. All further rights as well as compensation claims of FABINET remain unaffected.

The herein mentioned duties of the user are invalid if the user is not to be held responsible with regard to this specific violation of the law.

8.2 In case any third party rights are violated by the user's content, the user will either (1) entitle FABINET to the right to use this content or the user will (2) design the content free of any rights protecting it; to choose between possibilities (1) and (2) will be at the discretion of FABINET. If using the services of the FABINET website results in the violation of a third party right by the user, the user is to immediately stop using the website in this manner defined as contrary to the contract and/or against the law upon request by FABINET.

9 Data Protection

FABINET is aware of the fact that users favour a very sensitive handling of all personal data made known to FABINET. Hence, FABINET acts in accordance with all appropriate legal requirements for data protection, may it be the German Data Protection Act, the European Data Security Guidelines or every other applicable data security right. In this regard, FABINET will not transmit personal user data, in particular not unauthorized, to any third party or otherwise make them available or known to any third party. Details on user data processing are regulated in the data security regulations by FABINET, which are accessible from each FABINET website.

10 Final Clause

- 10.1 This contract and all amendments require the written form. Additional agreements do not exist.
- 10.2 FABINET reserves the right to change these GTC at any time without providing a reason, unless this is not reasonable for the user. FABINET will duly inform the user about changes in the GTC. If the user does not object to the new GTC within two (2) weeks after notification, the modified GTC shall be considered valid and accepted by the user. FABINET will point out in its notification both the user's right to object and the period for the objection.
- 10.3 If nothing else is agreed, the user may issue all declarations to FABINET via e-mail using the contact form provided on every FABINET website or transmit the same form by fax or letter to FABINET. FABINET can send notifications to the user via e-mail, fax, or letter to the addresses affirmed by the user in the respective user account as the current contact data.
- 10.4 In case some regulations of these GTC are ineffective or become ineffective in the future, the remaining regulations remain unaffected. The contracting partners commit themselves to substitute any ineffective regulation with an effective regulation that comes as close as possible to the original economical intention and purpose of the substituted regulation. The same applies to any contractual gaps.
- 10.5 The place of performance is Leipzig.
- 10.6 The court of jurisdiction is – in as much as legally permissible – Leipzig.
- 10.7 These GTC are subject to German law; however, it excludes the International Private Law and the UN-Purchase Right, which was implemented in the German legislation.