

General Terms and Conditions

1. Subject matter and scope of the contract

These Terms & Conditions apply to the use of the internet portal operated under the URL <https://www.filmhaus-frankfurt.de> (hereinafter referred to as the "Filmhaus portal") and its functions.

The provider of the Filmhaus portal is Filmhaus Frankfurt e.V., Fahrgasse 89, 60311 Frankfurt am Main, Germany (hereinafter referred to as "Filmhaus").

Filmhaus provides all services in connection with the use of the Filmhaus portal exclusively on the basis of these Terms & Conditions (T&C).

For the Filmhaus' other offers that can be booked via the Filmhaus portal (e.g. seminars or equipment rental), separate contractual conditions apply, which must be accepted separately by the user on the occasion of the respective booking.

Contractual terms and conditions of users that contradict and/or deviate from these Terms & Conditions shall not apply, even if Filmhaus does not expressly object to them.

Filmhaus' offer is directed at natural persons of full legal capacity. For persons who are not of full legal capacity, the use of the Filmhaus portal and the booking of services offered via this portal is only possible upon presentation of a declaration of consent by the respective legal guardians.

2. User account and user contract

2.1. User account

The use of the functions offered via the Filmhaus portal as well as the booking of further services that can be booked via the Filmhaus portal is only possible for registered users. For this purpose, registration on the Filmhaus portal is necessary, stating title, first name, surname, full address, date of birth (to confirm the age of legal majority), and e-mail address and a password. The registration is completed by confirming these T&C. The user account is activated by confirming the activation link sent to the user at the e-mail address provided.

When registering for a user account, the user is obliged to provide truthful, accurate, current and complete information as specified in the registration form. The user can change their password in the settings of their user account at any time.

User accounts are non-transferable and non-inheritable.

2.2. T&C changes

Filmhaus reserves the right to change these T&C with effect for the future. Filmhaus will inform the users about upcoming changes to the T&C in due time before they come into effect. The changes will apply to all contractual relationships for which the users have not terminated the contract for their user account before the change takes effect.

2.3. Booking additional services

In order to book further services offered by Filmhaus via the Filmhaus portal, the user and Filmhaus must each conclude user agreements subject to a fee. Such a contract of use is concluded when Filmhaus accepts a corresponding booking from the user. Acceptance is effected in each case by transmission of a booking confirmation or by transmission of an

invoice for the booked service. A contract is also concluded when Filmhaus performs or provides the booked service.

2.4. Right of refusal

The user has no claim to the conclusion of a contract, registration as a user of the Filmhaus portal or to the conclusion of contracts for other services offered by the Filmhaus.

3. Special duties and obligations of the user

3.1. Registration data

The user is obligated to truthfully provide the information requested during registration (section 2.1) and booking (section 2.3) and is responsible for the correct entry of their data. Changes to these data must be made immediately by the user, if possible, online in their user account or by notifying Filmhaus in text form (info@filmhaus-frankfurt.de).

3.2. Abuse of the Filmhaus portal

The user must ensure that their user account is only used by themselves and for this purpose must in particular keep their login name and password secret. They are obligated to notify Filmhaus immediately as soon as they become aware that an unauthorized third party is using their login name or password to access and use the Filmhaus portal.

The user may not misuse the Filmhaus portal; in particular, the user may

- not take any measures to circumvent the functions of the Filmhaus portal;
- not access the Filmhaus portal via other technologies or means or from other websites, redirect the Filmhaus portal or make it publicly accessible via other channels;
- not publicly perform, make publicly available, permanently and/or locally store, broadcast, edit, reproduce, distribute, publicly reproduce, advertise, support such uses of, or otherwise use the content accessed through the Filmhaus portal in any manner outside of the contractually intended purpose;
- use the content accessed via the Filmhaus portal only in compliance with national and international copyright law within the scope of the rights of use granted;
- not remove or change copyright and property right notices.

Filmhaus expressly reserves the right to prosecute cases of abuse under criminal and civil law.

The user is not allowed to share or advertise access to the Filmhaus portal, in particular via other online offers.

3.3. Right of retention, blocking

In the event of a material breach of duty by the user, as well as in the event of reasonable substantial suspicion of a material breach of duty, Filmhaus is entitled to withhold the user account or the availability of the functionality to which the breach relates by blocking it for the user. Filmhaus will resume the service immediately if it becomes apparent that the suspicions were unfounded and that there was no significant breach of duty by the user. In doing so, Filmhaus will ensure that the user can use the agreed service in accordance with the agreement in the user contract. Filmhaus' right to terminate for due cause remains unaffected. Section 6.3 remains unaffected.

4. Remuneration

4.1. User account

The creation and maintenance of a user account on the Filmhaus portal is free of charge for the user.

4.2. Additional services

The user is obligated to pay a remuneration, agreed upon for each individual case (see 2.3), for the use of additional services provided via the Filmhaus portal.

5. Liability

The user is fully responsible for all activities carried out via their user account. Filmhaus assumes no liability for misuse by third parties, provided that the use of the Filmhaus portal was properly accessed, i.e. by entering the correct login name and the corresponding password. This does not apply if the user can prove that they are not responsible for the misuse of their user account.

Filmhaus shall be liable without limitation

- for damages resulting from injury to life, body and health caused by a breach of duty by Filmhaus, a legal representative or vicarious agent,
- for damages resulting from fraudulent conduct or due to the absence of a quality warranted by Filmhaus,
- for damages caused by intent or gross negligence on the part of Filmhaus, a legal representative or vicarious agent of Filmhaus, and
- for user claims under the Product Liability Act.

In the event of a slightly negligent breach of material contractual obligations, Filmhaus' liability shall be limited to the amount of damages typically foreseeable under the contract. Essential contractual obligations are those that are necessary for the achievement of the purpose of the contract and on whose compliance the contractual partner may regularly rely. In all other respects liability is excluded. If and to the extent that liability is excluded, this shall also apply to the personal liability of Filmhaus' employees, representatives and vicarious agents.

6. Duration and termination of contracts

6.1. Notice period

The creation of a user account on the Filmhaus portal is for an indefinite period of time. The user may terminate the legal relationship established with Filmhaus regarding the use of the Filmhaus portal at any time without observing a notice period. Filmhaus is entitled to terminate the contractual relationship with the user account with a notice period of 4 weeks to the end of a given month.

Upon termination of the user account contract, the user's right to use the Filmhaus portal and to retrieve the content provided via it shall also expire. Any rights of use shall revert to Filmhaus.

6.2. Termination for due cause

Both parties reserve the right to terminate for due cause.

6.3 Any termination must be in text form. In the event of termination by a user, it must be sent to Filmhaus Frankfurt e.V. (postal address: Fahrgasse 89, 60311 Frankfurt am Main, Germany, or by e-mail: info@filmhaus-frankfurt.de) In the event of termination by Filmhaus, it must be sent to the last address or e-mail address provided by the user.

6.4 Upon termination of a contract concluded between a user and Filmhaus, Filmhaus is entitled and obligated to also delete the data and content stored in this regard. Users have no claim to the return or other transfer of the content stored by them in the Filmhaus portal.

7. Right of Withdrawal

7.1 Right of Withdrawal

If you are a consumer, you have a right of withdrawal (a consumer within the meaning of Section 13 of the German Civil Code (BGB) is any natural person who enters into a legal transaction for purposes that are predominantly neither attributable to their commercial nor their self-employed professional activity). As a consumer, you may withdraw your declaration of intent ((online) seminar booking) within two weeks without giving reasons and informally in text form (e.g. by letter to Filmhaus Frankfurt e.V., Fahrgasse 89, 60311 Frankfurt am Main, Germany, or by email to info@filmhaus-frankfurt.de).

The withdrawal period begins upon receipt of this notice, but not before the conclusion of the contract and not before we have fulfilled our statutory information obligations. To comply with the withdrawal period, it is sufficient to send the notice of withdrawal in due time. The withdrawal must clearly express your decision to withdraw from the (online) seminar booking. You may use the attached model withdrawal form for this purpose, although this is not mandatory.

7.2 Premature Expiry of the Right of Withdrawal

The right of withdrawal expires prematurely at the time the (online) seminar begins, in particular also if the start of the seminar is earlier than the end of the withdrawal period.

7.3 Consequences of Withdrawal

If you withdraw from the (online) seminar booking, Filmhaus Frankfurt e.V. shall reimburse all payments received from you without undue delay and at the latest within 14 days from the day on which Filmhaus Frankfurt e.V. receives notice of your withdrawal. For the reimbursement, we will use the same means of payment that you used for the original booking. No fees will be charged for the reimbursement.

Upon withdrawal, any access data that may already have been provided to you for participation in online seminars shall become invalid; any further use of such data is not permitted.

7.3 Sample cancellation form

(If you want to cancel the contract, please fill out and return this form).

- To Filmhaus Frankfurt e.V., Fahrgasse 89, 60311 Frankfurt am Main, Germany, e-mail: info@filmhaus-frankfurt.de, telephone number: +49 69 / 13 37 99 94

- I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in paper form)

- Date

(*) Delete as applicable.

8. Online dispute resolution

In the event of complaints about Filmhaus, the user may at any time contact the European platform for online dispute resolution in consumer matters: <http://ec.europa.eu/consumers/odr/>

We point out to the user that Filmhaus is not willing and not obligated to participate in dispute resolution proceedings before a consumer arbitration board.

9. Other

9.1 Applicable law

All legal relationships between Filmhaus and the user shall be governed exclusively by the laws of the Federal Republic of Germany applicable to the legal relationships of domestic parties, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the country in which the user has their habitual residence and in which Filmhaus conducts its business or to which Filmhaus directs its business shall remain unaffected.

9.2 Severability clause

Should one or more clauses of these T&C be invalid in whole or in part, this shall not affect the validity of the remaining provisions.