

## **Prime Studio® GmbH**

### **General Conditions of Contract for Online Mixing, Mastering, Summing and Sparkle Services**

#### **1. APPLICATION**

1.1. Access to this website and the online services mixing and mastering offered by Prime Studio® GmbH is exclusively subject to these General Conditions of Contract (hereinafter called GCC). By using the website and/or the services offered thereon you declare that you have read these GCC of Prime Studio® GmbH and accept them in full.

1.2. Any terms deviating from these GCC shall be deemed invalid if not agreed in writing between Prime Studio® GmbH and the contractual partner.

1.3. In the event that individual provisions of these GCC contradict compulsory legal statutes in part or in full, the other provisions of these GCC shall remain valid.

1.4. Prime Studio® GmbH explicitly reserves the right to modify these GCC in part or in full at its discretion and without prior notice. If such modification is made, the modification can be published on the website of Prime Studio® GmbH together with the time at which the new GCC shall take effect, and existing clients shall be notified thereof by e-mail at the e-mail address made known in their registration. In the event that you do not accept the modified GCC, you are to *notify Prime Studio® GmbH of this immediately in writing and* you are to discontinue use of the services offered by Prime Studio® GmbH.

#### **2. THE ONLINE SERVICES**

2.1. Prime Studio® GmbH offers to the contractual partner as service digital online mixing and/or mastering summing and sparkle packages in various formats. The offered services may contain digital as well as physical products and may vary according to the particular state of the art.

#### **3. AGE LIMIT**

3.1. In order to use the services offered by Prime Studio® GmbH and to register, you must be at least 18 years old or you must be of legal age under the laws of the state whose citizenship you hold.

#### **4. USE OF WEBSITE AND SERVICES**

4.1. You alone are responsible for the audio files, data, texts and information sent and submitted to Prime Studio® GmbH.

4.2. You agree to:

(A) not use the website or its services for the purpose of sending junk e-mail, spam, chain letters, pyramid schemes or other unsolicited messages, whether for commercial or other purposes;

(B) to not upload, transmit or disseminate via this website or its services content that is wrong and/or defamatory, inaccurate, offensive, vulgar, obscene, profanatory, hateful, harassing, sexual in orientation, threatening, injurious to the privacy or rights of a third party or parties or that is illegal;

(C) to upload, publish or disseminate only such materials whose content does not violate copyright law, trademarks, patents or other proprietary rights;

(D) to not in any way damage, deactivate, overload or influence the website / services;

(E) to not upload with transmitted materials any other information or software that contains a virus, worm, Trojan or other deleterious or disturbing components;

(F) to not transfer to a third party or parties your rights to use the website or its services without the consent of Prime Studio® GmbH.

4.3. You additionally confirm and guarantee that:

(A) you alone hold or otherwise have control over all rights to the material transmitted to Prime Studio® GmbH;

(B) all transmitted information and facts were made in full, are up to date and correct;

(C) in the event that you are acting for a company, you are authorized to represent the company named by you and to enter into contracts in its name.

## **5. REGISTRATION AND USER ACCOUNT**

5.1. In order to use the online services of Prime Studio® GmbH a party must open a user account and register. For this purpose you will have to give particular information such as your user name, password, name, date of birth, address, contact information.

You are exclusively responsible for ensuring the confidentiality of your user name and password as well as for any unauthorized use of the website / services by a third party or parties, including any related financial charges and legal liability incurred. To ensure the greatest possible security, it is recommended that the password be changed from time to time.

5.2. For the case that an unauthorized party uses your user account or your password you agree to immediately inform Prime Studio® GmbH thereof so that access to your account can immediately be barred. In no case shall Prime Studio® GmbH be liable for loss or damage incurred directly or indirectly by your user name and password being released to a third party or parties or by unauthorized use of your account by a third party or parties.

## **6. COSTS**

6.1. The prices set forth on the website are net, exclusive of VAT, unless otherwise stated. All costs connected with placement of an order including postage, shipping and/or processing costs, taxes, customs and fees shall be borne in full by the client. Prime Studio® GmbH reserves the right to make price changes before an order is placed. The information given in the website is subject to input and electronic transmission errors.

## 6.2. Payment

Prime Studio® GmbH accepts only the payment modalities shown when the client places his order. For payments made by debit authorization or by credit card, the debit will be effected on the date of invoice. The client agrees that in the event of arrears in payment the client shall refund to Prime Studio® GmbH all reminder and collection fees incurred by Prime Studio® GmbH to the extent that these were necessary and reasonable for the purpose of taking legal steps. The parties agree that delayed payment shall be subject to additional 12% interest on arrears p.a.

## **7. CONCLUSION OF CONTRACT, COMMENCEMENT OF SERVICES**

7.1. The online mixing, mastering, summing and sparkle package services offered on the website of Prime Studio® GmbH are offered "free of charge" and are an invitation to the client to make an offer. By ordering services and transmitting the corresponding data the client makes to Prime Studio® GmbH a binding offer for conclusion of a contract. A client who places an order via the website shall receive an automatic e-mail to confirm receipt of the order. This confirmation, however, shall not be deemed acceptance by Prime Studio® GmbH of the offer. Written acceptance of the offer shall be sent by separate e-mail. Only when this confirmation of order acceptance is sent shall an agreement for services be deemed concluded with Prime Studio® GmbH.

7.2. Prime Studio® GmbH is entitled to commence execution of the order immediately after the confirmation of order acceptance is sent. By online acceptance of the client Prime Studio® GmbH is under no obligation to wait for a particular period to expire during which the client is entitled to cancel or reconsider the order. Provided that the client is consumer in the strict sense of EU Directive (2011/83/EU) about consumer protection this applies only when the client has explicitly agreed with the beginning of completion of the order before the legal period of revocation ends and the client confirms acquaintance losing the right of revocation by accepting the beginning of order completion by Prime Studio® GmbH.

7.3. Prime Studio® GmbH explicitly retains the right to refuse to accept a transmitted offer without giving the grounds for such refusal and shall in such case refund to the client within maximum 14 days of refusal any payments made.

## **8. Prime Studio® GmbH - CREDITS**

8.1. In the event that processed data are published the client agrees to note in a suitable place on the packaging (for example inside the booklet) that the particular piece of music underwent online mastering, mixing or other treatment by Prime Studio® GmbH.

## **9. ARCHIVING**

9.1. Prime Studio® GmbH shall on completion of an order be under no obligation but shall be entitled to archive copies of the processed files for future orders. It is thus the exclusive responsibility of the client to ensure that appropriate backup copies are made. Prime Studio® GmbH accepts no liability whatsoever for data lost after completion of an order.

## **10. GUARANTEE AND INDEMNIFICATION**

10.1. If a delivered service is defective, Prime Studio® GmbH is entitled pursuant to general guarantee provisions to remedy such defect. The client is entitled to demand a price reduction or revocation of contract only if the defect can not be remedied or if remedying of the defect is disproportionately cost- or labor-intensive for Prime Studio® GmbH. The client shall not be entitled to demand revocation of contract if the defect is only minor.

10.2. The client particularly has the onetime right of a minor revision of an obtained service free of charge. A revision by Prime Studio® GmbH is conceived being minor solely if the revising treatment does not exceed time and labor of two working hours.

10.3. The client shall be entitled to assert a claim for indemnification and in particular for consequential loss or loss of profit due to defective or late performance or to non-performance of an ordered service only if the damage is due to gross negligence or intent on the part of Prime Studio® GmbH and, in the case of late performance, if Prime Studio® GmbH agreed to render the service by a particular date.

## **11. SPECIAL PROVISIONS FOR CONSUMERS - RIGHT OF WITHDRAWAL**

11.1. It is explicitly agreed that pursuant to Point 7.2 of these GCC Prime Studio® GmbH shall after sending confirmation of order acceptance to the client be entitled to immediately commence execution of the placed order, so that pursuant to Section 5f, para. 1, Item 1, of the Austrian Consumer Protection Act, the consumer shall not be entitled to withdraw from the contract.

## **12. SPECIAL PROVISIONS FOR BUSINESS PARTNERS OUTSIDE OF THE EU - VERIFICATION OF ENTREPRENEURSHIP**

12.1. Provided that the client is an enterprise, operating its business outside the European Union or outside of Switzerland, claiming online services like mixing, mastering, summing and sparkle packages offered by Prime Studio® GmbH, it is mandatory that the business client gives this information when registering a new client account. Due to tax-deduction reasons the business client is obliged to provide a document stating his status of being a registered business. This document can be a trade certificate, trade license, a trade register excerpt or a certificate issued by a finance authority. In case the client is not providing evidence of his business status, Prime Studio® GmbH explicitly retains the right to refuse to accept a transmitted offer and shall in such case refund to the client within maximum 14 days of refusal any payments made.

## **13. MISCELLANEOUS**

13.1. Provided nothing to the contrary is provided under compulsory legal statutes these GCC shall be subject exclusively to Austrian Law under exclusion of national and supranational rules of conflict of laws (Private International Law and Rome I Regulation) and the United Nations Convention on Contracts for the International Sale of Goods.

13.2. Place of Performance: Mils (near Hall in Tirol). If a client is a consumer as defined by the Austrian Consumer Protection Act, any disputes shall be settled by the court of law in whose district the client lives, usually resides, or works. In all other cases disputes shall be settled by the court of law having jurisdiction for the venue and subject matter for the registered office of Prime Studio® GmbH in Mils, near Hall in Tirol, Austria.

August 2014