

## **General conditions of use for SV-Media**

The subsequent general conditions of use apply to the use of the website for the Verein für Deutsche Schäferhunde (SV) e.V. (The German Shepherd Dog Association), Steinerne Furt 71, 86167 Augsburg (subsequently "SV") at **www.sv-media.tv**

### **1. General**

The SV operates the website SV media at the website address **www.sv-media.tv**. The internet portal for SV media offers the user access to teaching films by the association and the REIVISION archive, as well as live broadcasts of selected events within the Verein für Deutsche Schäferhunde (SV) e.V. (The German Shepherd Dog Association). The use of SV media occurs exclusively according to the stipulations of these general conditions of use.

SV-Media broadcasts picture and sound recordings of live events at the same time or almost at the same time via the internet (Live-Stream) and makes this live stream accessible for the end user to view. This happens either via the website of **www.sv-media.tv** or via the websites of third parties (so called portals) which integrate the live stream into their content.

There is no claim to broadcast or the possibility of calling up particular recordings.

Other uses to purely observing and listening to the recordings for purely private and non commercial purposes are expressly not allowed.

### **2. Registration of the user and contact with the SV**

The complete use of the portal is only possible after previous registration by the relevant user. During the registration process the user will obtain a personal account (subsequently called „account“.) For this all obligatory data requested during the registration process are to be stated truthfully. Furthermore the user is obliged to inform the SV immediately in writing of any changes to the obligatory details stated.

Each user may only open one account. An account may only be opened for personal and private use. When first requesting an account the user will be allocated a user name and password. The user is obliged to keep the password secret and change it immediately if they think that unauthorised third parties could have obtained knowledge of this. It should also be changed at regular intervals without a concrete reason. The password is exclusively available for use by the user. Joint use by a third party is forbidden.

The user must guarantee that the SV will be able to reach them by e-mail. The SV will only give user information and/or changes regarding SV media via the e-mail address stated by the user.

### **3. Copyright**

The contents offered on the SV website are protected by copyright. This also applies to live stream or retrievable recordings of events, as well as teaching films and REIVISION archives. The use of such content is subject to the valid copyright.

The SV website must not be changed, copied, republished, duplicated, circulated or saved without the express agreement of the SV. The content may only be viewed for private, non commercial purposes in strict adherence with the copyright and these conditions of use.

For live streams which are made available by the SV, a simple, non exclusive and non transferrable license will be issued, if and to what extent this is technically and legally required for purely viewing the live stream or retrievable recordings, which is limited to one time viewing and temporary saving if technically necessary for this. All further rights remain with the SV. It is also forbidden to review or just let run a live stream that is still saved or parts of it after ending the live stream.

### **4. Rights and obligations of the user**

The user has the right to call up the live stream or the recordings provided for retrieval and use them for private, i.e. not commercial purposes, namely viewing and listening.

The user is obliged not to mask out the recorded advertising spots before or during the event recordings, or undertake any technical measure which means that these are no long perceptible.

The availability of the live stream can not be guaranteed; among other things it depends upon various technical factors like capacity of the server, the availability of the band width etc. SV Media does not guarantee any particular quality of broadcast, especially no particular resolution or window size. Furthermore there is no claim to an uninterrupted broadcast or that the event will be broadcast completely to the end.

The SV can restrict access if maintenance of network operation, maintenance of network integrity, in particular avoiding

serious disturbances to the network, software or saved data, the interoperability of the services of data protection requires it.

The SV will immediately eliminate disturbances in the scope of technical and operational capacities.

The customer will inform the SV about noticeable disturbances by e-mail immediately (failure report).

SV-Media reserves the right to change the live stream content at any time. The same applies to the technical realisation of the live stream and the retrievability of recordings.

In the case of such a change to the scope of services and/or availability of the portal, the SV would inform the user of this in good time by e-mail.

The user must refrain from doing anything which could affect the functioning of the live streaming in any way. In particular each user is only authorised to call up and view one live stream; the parallel viewing and receipt of several live streams is not permitted.

The user is not authorised to process, copy, circulate, publicly reproduce or advertise with the live stream or the retrieved recorded event or individual parts of it, and must always use this for the purpose described in these conditions. Only technically necessary copying for purposes of retrieval and displaying the live stream for private use is permitted. The masking out of adverts etc. is also an unauthorised action.

It is the sole responsibility of the user to acquire and maintain the system requirements for the use of the live stream content. The SV makes no guarantee and accepts no responsibility for disturbances in the use of the live stream content, which can be attributed to insufficient system requirements.

The user may not use the content of SV Media in an abusive way, in particular they must

a. only use passwords given to retrieve, decode or play the recordings for this purpose, not manipulate them and not pass them on to third parties temporarily or permanently; the user is obliged to protect these against unauthorised access by third parties;

b. only use the relevant live stream or retrieved recording for private performances and not for commercial purposes, not show it publicly, pass it on or bring it into circulation or make it accessible in any other way (e.g. using the upload in file and/or streaming sharing system) and also not use it commercially e.g. for internet or SMS services.

## **5. Liability**

The SV does not accept any responsibility for the correctness and topicality of the information and data which is submitted on the website [www.sv-media.tv](http://www.sv-media.tv), nor for damages which may occur, unless such damages were caused intentionally by the SV or through gross negligence. The liability disclaimer applies to all types of damages, in particular damages which could occur due to errors, delays or interruptions in transmission, in the case of disturbance to the technical systems and services, incorrect content, loss or deletion of data, viruses or in any other way in the use of the website.

The SV also makes hyperlinks to other websites available on their portal. The SV is not responsible for the content of these linked websites and has no influence over these. A comprehensive check of the linked websites by SV is not possible, especially as continuous change to the linked content is to be assumed. The SV in no way makes the content of the linked websites their own.

The SV is not liable for disturbance to access to the website or its quality, or the content offered there due to force majeure, or due to events which the SV does not need to cover for, e.g. in the case of a break down in the communication network or parts of it. The SV does not guarantee that the website will function without interruptions and errors or that any errors will be corrected. Equally, the SV does not guarantee the correctness of the contents of the website.

No claims against the SV can be derived from the cancellation of events, even in the short term.

Compensation and/or reimbursement of expense claims by the user against the SV – no matter what the legal basis – are ruled out. This does not apply if the SV is accused of intent of gross negligence and/or of infringing significant obligations in accordance with these conditions for use. Significant contractual obligations are abstractly such obligations that enable the contract to be carried out at all, and the adherence to which a contractual partner can regularly rely on. The extent of liability is limited to the replacement of typically foreseeable damages in the case of non intentional and non grossly negligent infringement of significant obligations in accordance with these conditions for use. The above liability limitations do not apply if the SV is mandatorily legally liable, namely in accordance with the product liability law or in the case of physical harm or damages caused to health.

## **6. Data protection**

The SV respects the personal rights of the user and knows the significance of this and other personal data which the SV receives from the user. The SV will collect, save or work on all acquired data exclusively according to the standards of the relevant data protection law specifications in the scope of their own business purposes. If websites and/or services of other suppliers are accessible via the portal or linked to it, the SV is not responsible for their content and in particular their handling of user behaviour in accordance with the data protection law.

When using the SV online services, the SV server automatically shows certain data which the user's web browser sends automatically when visiting a website. These details can particularly include the IP address of the user, the operating system, the browser type, the browser language and the date and time of the browser request. Furthermore the SV also uses so called Cookies if necessary. Cookies are small text files which enable the user to be recognised in particular areas. Cookies can therefore help to enable the content to be adapted to the interests of the users. The unlimited use of the portal is technically only possible due to the use of Cookies.

## **7. Changes to the conditions of use**

SV reserves the right to change these general conditions of use. In the case of a change to the general conditions of use, the SV will inform the user of this by sending them the changed general conditions of use by e-mail while at the same time announcing the changes on the home page.

The changes to the general conditions of use will be effective for the user, if they do not object to the changed conditions of use within two weeks of receipt of the e-mail announcing the changes in writing or by e-mail.

If the user objects, the previous general terms and conditions for the contractual relationship with the user will continue unchanged. In this case the SV can cancel the user relationship within one month.

The SV will inform the user of the possibility of objection and the significance of the above mentioned deadline, by sending an e-mail announcing the change to the conditions of use.

If individual regulations of this agreement for use are or become ineffective, the remaining regulations will remain effective nevertheless.

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