TERMS OF USE

FOR THE GEMA DATA PLATFORM

GEMA represents in Germany the copyrights of more than 100,000 members (composers, lyricists and music publishers) and of more than two million rightsholders from around the world. It is one of the world's largest authors' societies for musical works.

1 Provider and scope

1.1 The provider is Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA), an economic association (wirtschaftlicher Verein) with its registered office in Berlin, Keithstraße 7, 10787 Berlin, Germany. Contact: datagovernance@gema.de. Further provider information: https://www.gema.de/de/impressum.
1.2 These Terms apply to the GEMA Data Platform at daten.gema.de or gema.de/daten and the data products agreed there, including tables, reports and visualisations. The Customer is the organisation or natural person acting in a business capacity identified in the order or invitation. Eligible Customers are legal persons, partnerships with legal capacity and natural persons acting in the course of their trade, business or profession; consumers within the meaning of section 13 of the German Civil Code (BGB) are excluded.
1.3 Song Economy and offerings that are merely linked, in particular Databricks Marketplace and the Developer Portal, are not covered. Contracts concluded there are subject to the terms separately agreed for them.

2 Contract formation and contractual documents

2.1 Registration alone does not confer any entitlement to a data product. Anyone making contractual declarations must correctly identify the Customer and be authorised to conclude the contract on its behalf. By submitting the final order, the Customer makes an offer; GEMA accepts it by express email confirmation or by enabling access. A mere acknowledgement of receipt does not constitute acceptance.
2.2 In the case of a manual invitation, the Customer may accept a specific offer from GEMA by providing the confirmation required before first accessing the product. The Customer, product, scope of use, authorised persons, costs and term are specified, and these Terms are provided. A shopping cart process is not required. If a product agreement already exists, access is enabled in performance of that agreement.
2.3 Individually negotiated agreements take precedence regardless of their form. Existing collective agreements (Gesamtverträge), representation agreements and other agreements with the Customer remain unaffected and take precedence in respect of the rights and obligations governed by them. Otherwise, expressly agreed special product terms take precedence; the incorporated product description determines the scope of the services, while these Terms govern all other contractual matters. The Customer's general terms and conditions apply only with GEMA's consent.
2.4 Before placing an order, entries may be corrected using the editing or back functions displayed. Orders are acknowledged electronically without undue delay. GEMA documents the conclusion of the contract and provides the accepted Terms and product information in a form that can be saved. Contractual declarations may be made in German or English; both language versions of these Terms are provided before acceptance. In the event of any inconsistency or difference in interpretation, only the German version is legally binding; the English version is provided for information only.

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3 Services and changes

3.1 The product description or invitation specifies, in particular, the scope of the data, purpose, data reference date, updates, means of access, export options and term. GEMA is obliged to provide the product within that scope. On-screen access does not include any entitlement to downloads, an API or provision of the underlying software. Estimates and methodological limitations are identified for each product; complete market coverage, real-time data, particular analytical results or a minimum level of availability are owed only if expressly agreed.
3.2 Changes required by law, measures to address specific security risks and changes to maintain technical functionality are permitted insofar as they do not materially impair the agreed purpose. As a rule, material changes are announced 30 calendar days in advance; necessary immediate measures remain possible. Any further restrictions are governed by clause 8.

4 Rights of use and restrictions

4.1 For the term of the contract, the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to conduct internal analyses for the agreed purpose. Access is restricted to its authorised employees, members of its governing bodies and voluntary officeholders working within its organisation. The Customer ensures that they comply with the rules of use. Affiliated companies, legally independent member associations and external service providers require express authorisation; clause 2.3 remains unaffected.
4.2 Resale, disclosure, publication and external presentation of product data, screenshots or the Customer's own analyses require express contractual permission or GEMA's prior approval in text form (Textform under German law). Technical export options do not extend these rights. Unauthorised scraping, bulk queries, reconstruction of underlying datasets and substitute offerings that reproduce those datasets are prohibited.
4.3 Training, fine-tuning, validation, testing and other AI/ML development are permitted only where expressly authorised in the product agreement for the internal purpose specified therein. General-purpose foundation models, provision of data to third-party AI services for their own purposes and models from which product data can be reconstructed require a separate express agreement.
4.4 Protected rights remain with GEMA and its licensors. Product-specific third-party terms are made accessible before the contract is concluded; source, licence and modification notices must be retained. Rights arising independently under open licences or mandatory law remain unaffected. The Customer retains its own rights in lawfully created analyses and models.

5 Access and confidentiality

5.1 Access credentials must be kept confidential and must not be shared. Technical access restrictions must not be circumvented. Access enabled in error and compromised credentials must be reported to datagovernance@gema.de without undue delay; content accessible without authorisation must not be used.
5.2 Information that is recognisably confidential may be used only for the contractual purpose and made accessible only to authorised persons. This does not apply to information that is lawfully public, independently developed or lawfully obtained from third parties. Disclosures required by law or permitted by contract remain permissible. This obligation continues for five years after the contract ends and, in the case of trade secrets, for the duration of their statutory protection.

6 Costs

6.1 Access designated as free of charge remains free for the period specified and does not automatically convert to a paid model. Paid products require a separate express agreement on the services, price or pricing method, taxes, billing, term and termination before a binding order is placed. Existing entitlements to services under other contracts remain unaffected.

7 Performance issues and liability

7.1 Material deviations from the agreed services should be reported to datagovernance@gema.de in as much detail as possible. GEMA must be given a reasonable opportunity to remedy them. Statutory claims arising from performance issues remain unaffected.
7.2 GEMA's liability is unlimited in cases of intent and gross negligence, culpable injury to life, limb or health, fraudulent conduct, expressly assumed guarantees, and under the German Product Liability Act and other mandatory law. In cases of ordinary negligence, GEMA is liable only for a breach of an essential contractual obligation on whose performance the Customer may ordinarily rely, limited to the foreseeable loss or

damage typical of the contract. Otherwise, liability for ordinary negligence is excluded. Subject to mandatory liability, statutory limitations of liability for services provided free of charge remain unaffected. These rules also apply to GEMA's governing bodies, representatives, employees and persons engaged in performing its obligations.
7.3 The Customer shall indemnify GEMA against justified third-party claims and reasonable, necessary defence costs insofar as the Customer has caused them through culpable use in breach of contract or law. This does not apply to causes inherent in the unmodified product when used in accordance with the contract or falling within GEMA's sphere of responsibility. GEMA shall inform the Customer without undue delay and enable it to participate in the defence; admissions or settlements imposing obligations on the Customer require its consent.

8 Term suspension and termination

8.1 The term is specified in the product agreement. Either party may terminate a standalone, free, indefinite-term product contract by giving 30 calendar days' notice in text form; fixed-term contracts expire at the end of their term unless an extension has been agreed. This does not terminate existing entitlements under collective agreements or other agreements. Removing a product page does not constitute notice of termination. Statutory rights to terminate for good cause remain unaffected; in the case of remediable breaches, a warning must generally first be given or a reasonable period allowed for remedy.
8.2 In the event of material breaches of contract or specific legal or security risks, GEMA may temporarily suspend affected access insofar as necessary and proportionate. Where the urgency permits, the reasons and opportunity for remedy must be communicated in advance. The suspension ends when its grounds cease to exist. Where necessary, continuing entitlements to services must be fulfilled by other suitable means.
8.3 When the contract ends, access to and new use of the affected product data cease. Copies and derivatives from which product data can be reconstructed must be deleted within 20 calendar days; overriding contractual rights, mandatory retention obligations and rights under clause 4.4 remain unaffected. Necessary archival copies and protected backup copies retained until their scheduled overwriting must not be used for operational purposes. Lawfully created analyses and models from which product data cannot be reconstructed may continue to be used internally within the scope previously permitted; lawfully published analyses may remain available under continuing approval, insofar as no third-party terms or mandatory rights prevent this. Further training or updating using product data and new external publications require new permission.

9 Final provisions

9.1 German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods. The courts in Munich have exclusive jurisdiction insofar as such an agreement is legally permissible; mandatory jurisdiction rules remain unaffected.
9.2 The version accepted upon conclusion of the contract applies. Amendments require agreement; silence or mere continued use does not constitute consent. Clauses 3.2 and 8 remain unaffected. Notices of termination and other legally relevant communications may be sent by email. Individually negotiated agreements remain effective regardless of their form. Invalid provisions are replaced by the applicable statutory provisions; in all other respects, section 306 BGB applies.