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## ACTIVATION OF ONLINE SERVICES FOR GEMA MEMBERS WITH AN ACCOUNT

You need an account to use these Online Services. Please register personally as a user on our website: [www.gema.de/registration/](http://www.gema.de/registration/)

### User details

<input type="text"/>	<input type="text"/>
Last name	First name
<input type="text"/>	
E-mail for login	
<input type="text"/>	<input type="text"/>
GEMA membership no.	Name author/publisher

GEMA member    Publishing staff member \*    Legal successor for \*    Authorised representative for \*

\* A power of attorney is required for authorised representatives of authors, for authorised representatives of legal successors, for authorised representatives of a community of heirs and for publishers' staff members. Please fill in page 2.

For works information notices, please use another E-mail than my E-mail for login (optional):

<input type="text"/>
E-Mail

I apply for the free usage of the online services for GEMA members.  
I accept the terms of use.

<input type="text"/>	<input type="text"/>
Place	Signature
<input type="text"/>	
Date	

Asat: 27.11.2018

# ASSIGNMENT OF AUTHORISATION FOR GEMA ONLINE SERVICES WITH AN ACCOUNT

## DETAILS ON THE PRINCIPAL (AUTHORISING PARTY)

Last name/First name	GEMA membership no.
Publisher	Legal form *
Street/no.	Postcode/City

## DETAILS ON THE AUTHORISED REPRESENTATIVE

To use the following online services you need your own login information. Please create your own personal login as a user on our website <https://www.gema.de/registration>

Last name/First name	Date of birth
Street/no.	Postcode/City
<b>GEMA member</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	E-mail
GEMA membership no.	Signature/Authorised representative
I accept the terms of use (page 3). Place/Date	

## MANDATORY DATA/EXTENT OF THE AUTHORISATION

- Repertoire Search (enhanced access) Including Electronic Confirmation Process for publishers & Mobile App**  **Grant of Free Licences**
- My Membership Account**

Members' data (address, communication details)	<input type="checkbox"/> Access <input type="checkbox"/> Access and modifications
Members' data (bank accounts)	<input type="checkbox"/> Access
Authorisation valid for all data as of	Date (if no date is specified, the date of the power of attorney applies)

- GEMA Download**
- The authorised party is entitled to use GEMA Download to cancel the dispatch of individual and usage statement hardcopies for the membership(s) of the above mentioned authorising party. \*\*

- Works Notification (incl. Registration of Sub-publishing Agreements, Registration of Sub-published Works, Interested Parties Research)**

- The authorised representative is entitled to receive works information and confirmation notices via E-mail to the following address.

E-mail address

- Only for administering/ managing publishers**

(valid for all online services and for all publishers administered/managed by the party granting the power of attorney as well as for the authorised parties listed here)

**The publisher who acts as the administrator/manager confirms that it holds a Power of Attorney issued to it by the publisher that it administers/manages.**

Please enter any administered/managed publishers that are exempt from this power of attorney here.

### \* Information for music publishers

If the authorising party is a music publisher - unless run as an individual - it is mandatory to provide the publisher's legal form. The authorisation must be signed by an authorised representative of the publisher together with adding the company stamp.

\*\* Please note that - for technical reasons - you have to cancel the hardcopy delivery at GEMA no later than two months prior to the payment date from which you no longer require paper statements.

Place/Date	Signature
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# ACTIVATION OF ONLINE SERVICES FOR GEMA MEMBERS WITH AN ACCOUNT

## TERMS OF USE

(as at 01/02/2017)

### Art. 1 Subject matter

- (1) These provisions govern the relationship between you as a user of online services for GEMA members **GEMA Forum, My Membership Account, GEMA Download, Repertoire Search (enhanced access) including Electronic Confirmation Process for publishers & Mobile App, Grant of Free Licences and Works Notification (incl. Registration of Sub-publishing Agreements, Registration of Sub-published Works, Interested Parties Research)** and GEMA.
- (2) The terms of use can be changed at any time. In such cases, the amended version of the terms of use will be published with an accompanying note in the secure area. By logging in after the amended terms of use have been published, the user accepts their validity.

### Art. 2 User registration

- (1) Users have to register prior to accessing the online services. Registration constitutes a one-off login to GEMA's website <https://www.gema.de/registration> as well as a written request to activate GEMA's online services for its members and the activation of individual services.
- (2) As part of the registration via GEMA's website, the user provides his e-mail address. An access link, by means of which the user can determine his first password, will be sent to this e-mail address. After that, the account will be activated.

### Art. 3 Users' duties

- (1) Only a user is authorised to use the access. The user undertakes not to provide third parties with his login credentials and to keep his access details confidential and safe. In cases where staff of the user wish to use the same online services, they have to register themselves as users on GEMA's website and obtain access authorisation.
- (2) GEMA handles all administrative tasks connected with the use of online services via e-mail. The user therefore commits to inform GEMA of his current e-mail address, to access it regularly and to report any changes to the e-mail address to GEMA without delay.
- (3) The user shall inform GEMA without delay if they no longer use one or several online services so that GEMA can delete the access authorisation for the online services that are no longer accessed.
- (4) The user undertakes to use the information acquired online services for his own internal use only and to observe statutory provisions, in particular the respective data protection regulations in force.

### Art. 4 Services rendered by GEMA

- (1) GEMA allows the user to exploit the functionalities of the online services within their remit. The user shall have no right to claim constant availability of the online services.
- (2) GEMA shall not accept any responsibility with regards to the contents and downloads it provides being correct, complete, reliable and up-to-date.

- (3) GEMA reserves the right to terminate/block the online access at any time, especially in cases where doubt has arisen regarding the adherence to the provisions of these terms of use, in cases where the online services have been misused by the user or during longer periods of inactivity.
- (4) GEMA reserves the right to change the technical parameters for the online access at any time, particularly to adapt it due to technical developments.

### Art. 5 GEMA Forum online services

Additional terms of use apply to the service **GEMA Forum** which can be accessed via internet at <https://forum.gema.de/> **terms**. In case of a conflict arising, the terms of use relating to the **GEMA Forum** shall take precedence over these terms of use.

### Art. 6 Limitation of liability

- (1) GEMA shall not accept any responsibility with regards to the provided contents being correct, complete, reliable and up-to-date. This shall apply particularly to information relating to works and distributions.
- (2) GEMA shall have unlimited liability in cases of intent and gross negligence, in cases of death, physical injury and damage to health as well as in all cases of compulsory statutory liability.
- (3) In cases of a breach of duty resulting from slight negligence which is essential for the fulfilment of the purpose of the contract (major obligations), the level of GEMA's liability is limited to the damage which is foreseeable and typical for the nature of the transaction in question.
- (4) There shall be no further liabilities by GEMA.
- (5) The above limitation of liability shall also apply to the personal liability of staff, representatives and governing bodies of GEMA.

### Art. 7 Final provisions

- (1) These terms of use shall be subject to the exclusive jurisdiction of the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11/04/1980 (CISG).
- (2) In the event that individual provisions should be ineffective or inexecutable, the remaining provisions shall remain unaffected thereby. The ineffective or inexecutable provision shall be replaced by an effective and executable provision which resemble the economic intentions of the contracting parties as closely as possible. The same shall apply in cases of a contractual gap.

# REGISTER ONCE: HOW TO USE ALL GEMA SERVICES

## ACCOMPANYING NOTES ON THE FORM

### „ACTIVATION OF ONLINE SERVICES FOR GEMA MEMBERS WITH AN ACCOUNT“

We provide a series of online services to our members, free of charge, please see <https://www.gema.de/en/online-services>

We recommend that each new GEMA member should use these services from the start, as they provide each author and publisher a means to exchange their own information and data with GEMA fast, paperless and free of charge.

#### Conditions for using our services:

In order to use our online services you will first need a personal account on our website. Should you already have a personal account, maybe because you already work with our online services as a music user, please do continue to use this account.

Should you not have an account with us yet, please register first as a personal user at: <https://www.gema.de/registration>

You have an account but forgot your password?

By using the „forgot password“ function, you can create a new password.

#### You have an account but your e-mail address has changed?

By using the „Hier können Sie Ihre E-Mail-Adresse ändern“ (change my e-mail address) in the menu „Mein Profil“ (my profile) <https://www.gema.de/en/benutzerprofil> you can replace your old e-mail address with a new one when you are logged in.

#### Application for the activation of online services for GEMA members

For your own security, we need you to completely fill in the form (page 1) with your own signature - in the case of publishers, we also require a company stamp. By signing the form, you also accept our terms of use on page 3. Our team will activate your account and subsequently send you a note to the e-mail address linked to your account to confirm its activation.

If you wish to authorise another person to use your own online service for GEMA members, you need to complete the power of attorney “Assignment of authorisation for GEMA online services” (page 2) and send it to us together with your application. Publishers always need to provide the “Assignment of authorisation for GEMA online services” unless the publisher is run in the form of a sole trader or registered businessperson, and the owner is the same person applying for access to our online services.

Have you got any further questions? Please contact our member services:

E-mail [mitgliederservice@gema.de](mailto:mitgliederservice@gema.de)

Phone +49 30 212 45 300

Monday to Thursday 9.00 - 17.00

Friday 9.00 - 16.00

#### Our online services for members include:

##### GEMA Forum

An exclusive web offer, only accessible to our members. In line with the principle „by members, for members“, our members can network within the GEMA Forum and exchange information directly and effortlessly with other members, upload items of interest or comment on other members' posts. We contribute information and reports on GEMA internal matters and current developments in a swift and transparent manner.

##### My membership account

Similar to online banking for a current account, music authors and publishers can check their accounts once a month has ended, and print statements, analyses and the so-called status report as well as create copies of statements. You can also download the data in Excel format.

##### GEMA Download

In this section you can check details of your distributions and download individual statements and usage reports per payout date, or have them sent to you via e-mail.

In the performing and broadcasting rights' categories you can check, for example, which works (individual statements) and which event/broadcast dates (usage statements) were paid out to you. For online categories, we also provide information on the licensees and statistics such as downloads/retrievals.

##### Repertoire Search (enhanced access)

Who are the authors and publishers linked to a work? This extended access to our works database enables GEMA members an even deeper level of research than the public access functionalities.

In addition to the above, your own works are shown with the shares of all contributing authors and publishers and you can export the data.

##### Mobile App

Search the GEMA database for works and its interested parties via your smartphone or tablet - simply and quickly. The app - in combination with an enhanced access to the repertoire search - offers more research possibilities. In the area MY REPERTOIRE, you can get an overview of all works that you have registered with GEMA with just one click. You can get the app via the App Store or at Google Play - free of charge, of course.

##### EBV (Electronic Confirmation Process, ECP)

By means of the electronic confirmation process, music publishers can submit details for the legal relationships they entertain with their authors and upload the documents required for their participation to GEMA

##### Grant of Free Licences

If you file an application to grant a GEMA-non-commercial licence, this enables you to grant free licences for the non-commercial usage of your works.

##### Works Notification (incl. Registration of Sub-publishing Agreements, Registration of Sub-published Works, Interested Parties Research)

Authors and publishers shall register their GEMA domestic works via this functionality.

Publishers shall additionally benefit from the online services „Registration of Sub-publishing Agreements“ and „Registration of Sub-published Works“.

Our „Interested Parties Research“ provides you with access to an excerpt of the international database „Interested Parties Information“ (IPI). IPI is an international database by CISAC, the umbrella organisation for collective management organisations. It contains information on composers, authors/lyricists and music publishers who are members of a CISAC organisation or are otherwise of interest to collective management organisations. IPI data are fundamental for the documentation exchange and distributions between collective management organisations.

##### Works information and confirmation notices to the following e-mail address

All GEMA authors and GEMA original publishers contributing to a work receive a work confirmation once the work registration they filed has been documented. We send the respective confirmation to the e-mail address that you provided us with for such purposes. It does not have to be identical to the e-mail address of your account.