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

### DETAILS ON THE AUTHORISED REPRESENTATIVE

<input type="text" value="Last name/First name"/>	<input type="text" value="Date of birth"/>
<input type="text" value="Street/no."/>	<input type="text" value="Postcode/City"/>
<b>GEMA member</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text" value="GEMA membership no."/>
	<input type="text" value="E-mail"/>

As authorised representative, I apply for the free usage of the online services for GEMA members.  
The consent of the principal has been given (Page 2).  
I accept the terms of use.

<input type="text" value="Place"/>	<input type="text" value="Signature (Authorised representative)"/>
<input type="text" value="Date"/>	

As at: 20. 05. 2019

# ACTIVATION OF ONLINE SERVICES FOR GEMA MEMBERS WITH AN ACCOUNT ASSIGNMENT OF AUTHORISATION – PAGE 2

## DETAILS ON THE PRINCIPAL (AUTHORISING PARTY)

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

## MANDATORY DATA/EXTENT OF THE AUTHORISATION

- Repertoire Search (enhanced access) including Electronic Confirmation Process for publishers & Mobile App**
- My Membership Account including My Data in the GEMA Online Portal**
- Grant of Free Licences**
- Disclosures pursuant to § 29 CMO-Act**

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 including My Royalties in the GEMA Online Portal**
- 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
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- 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.
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### \* 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 (Authorising Party)
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# ACTIVATION OF ONLINE SERVICES FOR GEMA MEMBERS WITH AN ACCOUNT

## TERMS OF USE

(as at 05/04/2019)

### Art. 1 Subject matter

- (1) These provisions govern the relationship between you as a user of GEMA Online Services for GEMA members 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/portal/app/register> 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.