

General Terms and Conditions of MOVE YA! Lifestyle Kontor GmbH

Web presence: www.move-ya.de / www.my-productionmusic.de

Company:

MOVE YA! Lifestyle Kontor GmbH

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§ 1 Preliminary remark / subject of the general terms and conditions

All offers, contracts, deliveries and services based on orders from our customers via our web shop www.move-ya.de, www.move-ya.com or at our web shop www.my-productionmusic.de are subject to these general terms and conditions.

The offer in our web shop is aimed equally at consumers and entrepreneurs, but only for final consumers, not for resellers. For the purposes of these general terms and conditions

- 1) a „consumer“ means any natural person who concludes a legal transaction therefore cannot be assumed to have either a commercial or a self-employed professional occupation (§ 13 BGB)
- 2) an „entrepreneur“ is a natural person, a legal entity or a partnership that, when the contract is concluded, is acting in the exercise of their commercial or independent professional activity (Section 14 (1) BGB). We would like to point out that self-employed fitness trainers are entrepreneurs within the meaning of section 14 (1) of the German Civil Code, even if they only work part-time as trainers.

Insofar different regulations apply to consumers and entrepreneurs in the context of a clause in these general terms and conditions, it specifically states in each case which regulations apply to consumers and which regulations apply to entrepreneurs. Otherwise, the regulations apply equally to consumers and entrepreneurs.

The subject of our General Terms and Conditions of Business is the sale of fitness CDs, DVDs, books and small equipment, as well as the sale of rights to use pieces of music (licenses) and downloads of files with audio and audiovisual content, which also via different types of purchase options (individual purchase, subscription, flat rate) which also can be agreed for. For the purposes of these general terms and conditions, the content offered for download is therefore referred to as an „article“. The contracts only come into effect on these general terms and conditions. Provisions agreed individually by contract within the contractual relationship take precedence over the general terms and conditions.

In the case of invalidity of individual provisions, the validity of the remaining provisions will not be affected thereof.

General terms and conditions of the customer do not apply, even if we do not contradict their validity in individual cases.

Information on alternative dispute resolution:

The EU Commission provides an internet platform for online dispute resolution (so-called „OS platform“). It is intended to enable out-of-court settlement of disputes regarding contractual obligations arising from online sales contracts or online service contracts between a consumer residing in the EU and an entrepreneur based in the EU. The OS platform can be reached via the following link:

<https://ec.europa.eu/consumers/odr/>

Our e-mail address is: info@move-ya.de or info@move-ya.com

We are neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

§ 2 Purpose of Use Products / Rights of Use

In our online shop www.move-ya.de and www.move-ya.com, we offer a range of Items for sports, aerobics, wellness, rehabilitation, physiotherapy and fitness. Among other things our music is aimed at trainers and sports studios for the use as background music for their sports courses, for teaching material and for educational purposes, as well as for end users interested in sports for private purposes.

The rights of use of the articles purchased as CD or MP3 downloads allow a use in the sense of a publicly within a sports course or other accompaniment of a sports activity.

The purchase of all items not marked with „GEMA-free“ does not release the buyer or the performer from the obligation to ensure that the necessary fees for the public performance of the Music, is paid for to the GEMA.

Copying, duplication and unlawful use are not permitted; in particular, the use of the music to create audio-visual productions or the use for digital use (sports courses/teaching streaming,) or for other audio-visual recordings is prohibited; violations of copyright law will be prosecuted.

For the above excluded use, there are separate licenses to purchase from MOVE YA!

our online shop www.my-productionmusic.de offers GEMA-free music for commercial and private use in different product and license categories for all areas as single licenses or license subscriptions.

With regard to the extended rights of use, the §5.4ff of these GTCs must be observed. For the above excluded use there are separate licenses available from MOVE YA!

§ 3 Registration, customer account and data storage

Before using the online shops, the customer must register by entering their name, a valid e-mail address and a password. The name and a valid e-mail address are required to carry out the contract so that MOVE YA! acquires knowledge of the person of the contract partner and can send the customer an order confirmation along with a copy of the contract as well as any other necessary information in connection with the contractual relationship or an order. This data and all other data that the customer voluntarily enters in his customer account will be saved to enable future orders from MOVE YA!. The customer can have this data deleted by requesting the deletion of individual data or the entire customer account by e-mail (info@move-ya.de); In this case, the data specified by the customer or all data stored when the customer account is deleted, will be deleted as soon as MOVE YA! is no longer legally obliged to store it. For further information on data protection, please refer to our data protection declaration, which is available on the homepage.

All information provided by the customer and all functions available to the customer can be viewed in the customer account and can be managed and changed by the customer, e.g.

- contact information such as e-mail address, a delivery or invoice address
- Specification of a sales tax identification number
- Order / download overview including invoice printout as a PDF file
- Password management
- payment arrangements
- Newsletter management

§ 4 Contract modalities physical products in the shop

www.move-ya.de / www.move-ya.com

§ 4.1 Conclusion of contract / prices

All products on our website and in our current catalogs offered will not be binding and will be subject to change. They are for information only and do not constitute a binding offer in the legal sense.

By placing an order (by letter, fax, e-mail, telephone or via online shopping cart in our online shop), the customer makes a binding and irrevocable offer to buy the product in question. We can accept the offer until the end of the second working day following the day of receipt of the offer.

We will send the customer a confirmation of receipt of the offer immediately upon receipt of the offer, which does not constitute acceptance of the offer. The offer is only deemed to be accepted by us as soon as we declare acceptance to the customer (by e-mail) or send the goods. The purchase contract with the customer only comes into existence with our acceptance.

In the case, that a product is not available at the time of the order, the customer will be informed accordingly. In this case, the contract Offer declared by the order is considered as not accepted.

We provide the customer with a confirmation of the contract, in which the content of the contract is repeated, on a durable medium (e.g. e-mail) within a reasonable period of time after the conclusion of the contract, but at the latest when the goods are delivered or before the service is started. This confirmation also contains the information specified in Art. 246a EGBGB, unless we made this information available to the customer on a permanent data carrier before the contract was concluded in fulfillment of our information obligations pursuant to Clause 312d (1) BGB.

After the conclusion of the contract, the text of the contract is not saved by us, so that it is not accessible to the customer via the customer account after the contract has been concluded.

The contract language is German.

All prices on our website and in our current catalogs include the applicable sales tax, plus the shipping costs specified in the „Shipping costs“ section. The customer has to bear any customs duties and similar charges.

§ 4.2 Delivery and service time / dispatch of physical goods / transfer of risk

The dispatch and delivery of physical goods is handled by third parties commissioned by us (shipping and logistics companies). The transfer of data is described in our privacy policy; compliance with the data protection guidelines is ensured by means of an applicable data processing contract.

The delivery is made from the warehouse to the address given by the customer. We are responsible for the on time and proper delivery of the goods to the contracted transport company. We are not responsible for a delay in delivery for which the transport company is responsible.

For goods in stock, delivery takes place within five working days (Monday to Friday, excluding public holidays) or less after order acceptance. Different delivery times for goods not in stock are specified for the respective product in the online shop as part of the ordering process. The timely handover of the goods to the shipping company is decisive for compliance with the delivery date.

Is the customer the consumer, the risk of accidental loss, accidental destruction or accidental deterioration of the delivered goods passes to the customer at the time the goods are delivered to the customer or the customer is in default of acceptance. In all other cases, the risk passes to the customer upon delivery of the goods to the transport company.

Any shipment ordered by the customer returned to MOVE YA! (for example, because it is not collected or acceptance is denied) MOVE YA! computes the return costs (e.g. the DHL return flat rate of currently EUR 4.00) as well as cash on delivery costs resulting out of this delivery plus a processing fee of EUR 5.00. The amount will be invoiced for the new delivery. When the customer exercises his right of withdrawal, the legal provisions of §§ 6.7 apply.

MOVE YA! is not obliged to insure or have the shipment insured against damage in transit, unless MOVE YA! accepted this in writing.

§ 4.3 Liability for defects

All goods from our online shop have legal warranty rights for consumers. The legal warranty rights exist for entrepreneurs, unless otherwise agreed below.

In the Case of a quality defect of the delivered goods, the customer of MOVE YA! must first request the removal of the defect or delivery of defect-free goods. However, if the customer is an entrepreneur, we can choose between remedying the defect or delivering a defect-free item, this choice can only be made towards the customer by notification in text form (also by fax or e-mail) within three working days of receiving notification of the quality defect. We can refuse the type of supplementary performance chosen by the customer if this is only possible with disproportionate costs.

In the Case of the subsequent performance failing, it being unreasonable for the customer or we refuse the subsequent performance, the customer is entitled to withdraw from the purchase contract, to reduce the purchase price, to claim for damages or demand replacement for the vain efforts according to legal regulation.

The warranty period is two years from delivery, if the customer is a consumer, otherwise twelve months from delivery.

The following applies, if the customer is an entrepreneur: The customer must carefully examine the goods immediately after they have been received. The delivered goods are deemed to have been approved by the customer if a defect is not reported to us (i) in the case of obvious defects within five working days after delivery or (ii) otherwise within five working days after discovery of the defect.

§ 4.4 Terms of payment

Unless expressly agreed otherwise, we deliver against SEPA direct debit, credit card payment, PayPal, Sofortüberweisung, Saferpay or DHL cash on delivery against a corresponding invoice.

All invoices are due for payment within the agreed payment terms, otherwise immediately net. A cash discount deduction requires the prior written agreement.

Decisive for the preservation of the payment terms is the day of the unconditional credit on the account of the company MOVE YA!

When MOVE YA! has the debit authorization to withdraw the amount from the customer's bank, and the amount is backcharged, customers will be charged with a fee of EUR 10.00. The outstanding amount, including the fee, must be transferred by the customer. Withholding payment or offsetting due to any existing counterclaims of the customer is excluded with the exception of claims recognized in writing or legally established.

§ 4.5 Retention of title

All goods delivered remain the property of MOVE YA! until full payment of the purchase price (including sales tax and shipping costs) have been settled. Without our prior written consent, the customer is not entitled to resell the goods delivered by us and are still subject to retention of title.

§ 4.6 Right of withdrawal

Every customer who is a consumer is entitled to cancel the offer in accordance with the terms of our cancellation policy (see §6.1), which is communicated when ordering on our website.

§ 4.7 Right of withdrawal on the part of MOVE YA!

Any customer not reachable at the delivery Address when the goods are delivered or the customer does not pick up the package from the respective logistics partner within seven days, or if he or she refuses the acceptance of the goods, MOVE YA! is authorized to rescind the contract and cancel the order.

We reserve the right to enforce any further claims; e.g. due to non-fulfillment.

§ 4.8 Discounted selling prices

Products that are marked with discounted selling prices are only sold in normal commercial quantities. More than five reduced products cannot be ordered.

For MOVE YA dealers! only the agreed contract prices apply. Authorized dealer of MOVE YA! are not entitled to the delivery of an increased quantity of reduced goods.

§ 4.9 Special conditions for MOVE YA! CD (or download) subscription

§ 4.9.1 Subscription of material subject to GEMA

When the customer purchases a product marked as „Subscription“ or listed under „Subscription CDs“ a so-called MOVE YA! CD subscription is purchased. The customer is obliged to purchase at least three consecutive editions of this product (one CD each) and then receives these editions and other products at a discounted price. The minimum contract term therefore consists of three consecutive editions, each edition consisting of a CD from the selected product range. The customer can choose whether to purchase the current edition of the product range and the two subsequent editions when the contract is concluded or whether to acquire the next three editions after the conclusion of the contract. After the minimum term has expired, the contract is continued indefinitely and can be terminated at any time by means of a declaration in text form to the contact details given in the imprint. If the cancellation is declared after a new edition has already been sent, the cancellation takes effect before the next edition appears.

§ 4.9.2 GEMA-free subscription

When the customer purchases a product marked as „GEMA-free“ as a subscription, a so-called GEMA-free subscription is concluded. The customer is obliged to purchase at least three consecutive editions of „GEMA-free“ products (two CDs each) and then receives these editions and other products at a discounted price. The minimum contract term therefore comprises three consecutive editions, with each edition comprising two „GEMA-free“ products. The customer can choose whether to purchase the current edition of the product range and the two subsequent editions when the contract is concluded or whether to acquire the next three editions after the conclusion of the contract. In good time before each publication date of a new edition, the customer will be informed by e-mail which new publications will be sent with the next edition. If the customer does not want to receive the announced new releases with the next issue, but rather other „GEMA-free“ products, he can notify us by telephone or e-mail, up to seven days before the issue in question is sent. After the minimum term has expired, the contract will be concluded for an undetermined period and can be terminated at any time by means of a declaration in text form to the contact details given in the imprint. If the cancellation is declared after a new edition has already been sent, the cancellation comes into effect before the next edition appears.

§ 5 Contracts modalities / digital products (downloads)

§ 5.1 Conclusion of contract / prices / payment methods

The prices specified next to the article at the time of the order are significant. All prices mentioned include the applicable VAT. Downloads do not include the online costs incurred by the customer when downloading from their Internet service provider.

All articles on our website are presented without obligation and are non-binding. They are for information only and do not constitute a binding offer in the legal sense.

The articles offered for download can be selected by clicking the „Add to shopping cart“ button and placed in the virtual shopping cart.

By clicking on the „Checkout“ button, the customer can view all the items stored in the virtual shopping cart and continue the ordering process. Before completing the ordering process, the customer is asked to enter their login details and to select the payment method.

Payment can be made by credit card, PayPal or other payment service providers.

After the customer has selected a payment method, he makes a binding offer to purchase the item in the shopping cart by clicking the „Order with payment“ button.

When selecting the payment method, the customer is automatically forwarded to the website of the selected payment service provider via an iFrame after sending the order. The customer can enter his payment or credit card information and initiate the payment.

When the PayPal payment method is selected, the customer will be automatically redirected to the PayPal website after submitting the order. The customer will be requested to log in with his or her existing PayPal account or otherwise register a PayPal account. After the customer has followed the steps described by PayPal, MOVE YA! receives a corresponding credit.

By choosing the payment method „credit card“, „PayPal“ or another payment service provider, a binding contract is concluded without a separate declaration of acceptance from MOVE YA!. This already takes place when the customer sends his confirmation of the payment instruction to the respective payment service provider.

Withholding or offsetting the payment due to any existing counterclaims of the customer is excluded, with the exception of claims recognized in writing or legally established. The contract is accepted by MOVE YA! by providing the download

§ 5.2 Confirmation of the contract, storage of the contract text and contract language

MOVE YA! provides the customer with a confirmation of the contract, in which the content of the contract is reproduced, on a durable medium (e.g. e-mail) within a reasonable period after the conclusion of the contract, but at the latest before the service is started. This confirmation contains the given information of Art. 246a BGB, unless the customer received this information on a durable medium before conclusion of the contract and the fulfillment, the provider's duty to inform, according to § 312 para. 1 BGB is given.

§ 5.3 Contract modalities and rights of use digital products in the shop www.move-ya.de / www.move-ya.com

MOVE YA! grants the customer a simple, irrevocable, non-transferable right to use the purchased items. The transfer of rights takes place with the completion of the download, but is subject to the full purchase price. The buyer does not become the owner of the title or rights.

A transfer of rights to third parties is excluded. A further transfer of rights to third parties is excluded, unless further rights of use are formulated in the special conditions for an individual product

§ 5.3.1 Rights of use and provision of „MP3 Downloads“

Immediately after the contract is concluded, MOVE YA! the customer can download the items purchased as MP3 downloads from the customer account. Via the customer account, purchased items (MP3) can be downloaded a maximum of three times and saved on the customer's end device (hardware). The download option ends after 5 years.

§ 5.3.2 Special conditions for MOVE YA! Download subscription

The conditions for the subscription to digital content apply analogously to the conditions for the subscription to physical products according to § 4.9.

§ 5.3.3 Rights of Use and provision in the „MOVE YA! APP“

§ 5.3.3.1 Single purchases of digital products

When using the MY! App for downloading digital products (MP3) the number of downloads of a product is not limited to three times; it can be downloaded as often as required. However, the option to download expires 5 years after the product's release date, which may result in shorter reference periods for older productions and a product is not fully available for 5 years. MOVEYA! recommends an additional backup of the product as an MP3 download on hardware.

§ 5.3.3.2 Rights of use and provision of the product „MY Unlimited“

When concluding a „MY Unlimited“ user contract, the customer acquires the right to access the booked content (package, division or entire repertoire) for the contract period in question for the agreed fee.

The use is only possible via „MY APP“.

Here you can download the desired products for playback as often as you like.

The content of the subscription entitlement is the use (according to § 2 of these AGB) of the service provided in the APP.

If a product has expired for downloading in the APP for licensing reasons, a new download is no longer possible.; which may require a different availability compared to the individual purchase as MP3 on the homepage. It is therefore advisable not to delete older products in the app if you want to continue to use them. There is no entitlement to the availability of individual compilations. MOVE YA! Will keep the Unlimited Catalog updated at all times. A customer account enables registration on two devices. A transfer of the access data to persons who are not the owner of the customer account is not permitted.

§ 5.4 Special contract modalities digital products and Licenses in the shop www.my-productionmusic.de

§ 5.4.1 Conclusion of Contract License Purchase

The customer (subsequent licensees) can select single titles or mix compilations from the music catalogue and collect them by clicking the button „Add to cart“. The purchase process is initiated from the „shopping cart“; here the buyer submits a binding request to purchase the pieces of music in the shopping cart. Before sending the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if the customer has accepted the General Terms and Conditions of MOVE YA! (hereinafter Licensor) and thereby included it in its application.

The customer receives an automatic confirmation of receipt, sent by e-mail, in which the order of the customer (licensee) is listed again. The automatic acknowledgement of receipt only documents that the order of the customer has been received by the provider and does not constitute an acceptance of the application.

The contract shall only come into effect when the purchased content is made available for download in the customer account, as acceptance on the part of MOVE YA!

If the piece of music is meanwhile removed from the assortment or for other reasons permanently unavailable, the supplier refrains from a declaration of acceptance. In this case a contract does not come into existence.

If the piece of music designated by the customer in the order is only temporarily unavailable, the provider shall also inform the customer of this immediately in the order confirmation. In the event of a delivery delay of more than two weeks, the customer has the right to withdraw from the contract. In this case, the provider is also entitled to withdraw from the contract. In doing so, he will immediately refund any payments already made by the customer.

Immediately after conclusion of the contract, MOVE YA! shall make the article purchased as an MP3 download available to the customer in the customer account as an MP3 download in the event of the purchase of individual or mix compilation licenses. Via the customer account, purchased articles (MP3) can be downloaded a maximum of three times and stored on the customer's terminal device (hardware). There is no time limit, but there is also no claim to lifelong availability. Customer accounts not used for longer periods of time will be deleted after a reasonable period of time in accordance with the requirements of the DSGVO.

§ 5.4.2 Conclusion of Contract License Subscription

The license subscription MY UNLIMITED FREE Music & Film is activated after completion of the payment process by activating the customer account (login data) for the use of the complete GEMA-free repertoire in the MOVE YA! Music App. Prerequisite for use is the download of the free app and login with the customer data (e-mail, password).

§ 5.4.3 Granting of rights

MOVE YA! grants the customer (licensee) a simple, irrevocable, non-transferable right to use the purchased items within the scope of the respective purchased license framework. The transfer of rights takes place with the completion of the download or subscription, but is subject to full payment of the purchase price. The buyer does not become owner of the title or (copy) rights.

A further transfer of rights to third parties is excluded, unless the scope of use of the individual license includes extended rights of use.

A distinction is made between the following license models for the purchase of single titles, compilations or license usage subscriptions:

§ 5.4.4 Acquisition of licenses and scope of rights of use

The one-time non-exclusive purchase of a single title user license entitles the holder to use and publicly perform the licensed GEMA-/ AKM-/SUISA-free music as background music in the context of a single audiovisual online LIVE-streaming video (films) or video-on-demand (project-related licensing) for an unlimited period of time and worldwide within the scope described.

The one-time, non-exclusive purchase of a compilation use license entitles the holder to use and publicly perform the licensed GEMA/AKM/SUISA-free music as background music for an unlimited period of time worldwide within the scope of individual audiovisual online LIVE streaming videos (films) or video-on-demand + DVD, in accordance with the total length of the respective mix compilation (project-related licensing) and within the scope described.

or the license to be legally valid, after completion of the production it must be reported to MOVE YA! with notification of the title(s) used, length, location (medium) and release date of the planned video(s) (film). (online form homepage).

§ 5.4.4.1 Standard licenses - single titles & compilations

Target group:

Trainer, teacher, coach, therapist & natural persons

The scope of use includes:

- Production of copies and downloads of the purchased license material for the purpose of dubbing (in whole or in part) in audiovisual productions by the licensee
- Use of the audios for the production of audio-visual products (films), including the use of any image and title information for (commercial) application / for self-marketing purposes
- Making available (streaming) and publishing of productions for use (no download) on the own website as well as worldwide on an online channel or the profile of the licensee on social media platforms as well as streaming services (streaming, on-demand streaming; social media) for own promotional purposes (stock of productions also beyond the end of the term)
- Making cuts, abridgements and other changes to pieces of music which are considered necessary or desirable for technical reasons or with regard to the requirements of production.

§ 5.4.4.2 Business licenses - single titles & compilations

Target group:

Freelancers and physical companies (fitness studios, sports clubs, rehabilitation facilities, etc.)

The scope of use includes:

- Production of copies and downloads of the purchased license material for the purpose of dubbing (in whole or in part) in audiovisual productions by the licensee
- Use of the audios for the production of audio-visual products (films), including the use of any image and title information for (commercial) application / for self-marketing purposes
- Making available (streaming) and publishing of productions for use (no download) on the own website as well as worldwide on an online channel or the profile of the licensee on social media platforms as well as streaming services (streaming, on-demand streaming; social media, live class tutorials) for own promotional purposes (stock of productions also beyond the end of the term)
- Making cuts, abridgements and other changes to pieces of music which are considered necessary or desirable for technical reasons or with regard to the requirements of production
- Immediate economic use of the project / provision of the project for a fee (e.g. within a chargeable prevention course or subscription service)
- Sublicensing of production
- mechanical duplication as DVD (up to 1.000 pieces)

§ 5.4.4.3 MY! UNLIMITED FREE MUSIC & FILM

The completion of an MY! UNLIMITED FREE FILM & MUSIC subscriptions entitle the user to use and play MOVE YA!'s GEMA / AKM / SUIZA free music repertoire worldwide for an unlimited period of time, and to access more than 120 mixes for use as background music in the context of audiovisual

online LIVE streaming videos (films) + video-on-demand streaming productions (no download) during runtime.

The use is only possible via the free MY! Music APP.

Videos shot during the subscription period are fully licensed and no further fees are charged after the subscription period ends.

Filmed videos must be sent to MOVE YA! at the end of the month via online form, stating title, length, location (medium), used tracks/albums and performers.

Scope of use TRAINER LICENSE (MY! UNLIMITED FREE Music & Film)

Target group:

Trainer, teacher, coach, therapist & natural persons (max. annual turnover 50.000 €)

The scope of use includes:

- (1 access to the music archive/registration on 2 terminals)
- Use of the audios for the production of audio-visual products (films), including the use of any image and title information for (commercial) application / for self-marketing purposes
- Making available (streaming) and publishing of productions for use (no download) on the own website as well as worldwide on an online channel or the profile of the licensee on social media platforms as well as for streaming services (streaming, on-demand streaming; social media, live class tutorials) for self-promotional purposes (stock of productions even beyond the end of the term)
- Making cuts, abridgements and other changes to pieces of music which are considered necessary or desirable for technical reasons or with regard to the requirements of production
- Immediate economic use of the project / provision of the project for a fee (e.g. within a chargeable prevention course or subscription service)
- public use of music for live individual or group courses within the duration of the course
- Mandatory source citation for use in social media: Music courtesy of MOVE YA! (mark MOVE YA! on the corresponding platforms with @MOVEYA!)

Excluded from the scope of use:

- no sublicensing of the videos
- no mechanical duplication
- no download of the titles for use

Scope of use STUDIO LICENSE (MY! UNLIMITED FREE Music & Film)

Target group:

physical fitness studios (1 license per site) & sports clubs

The scope of use includes:

- 2 accesses to the music archive (further accesses for public music performances can be booked for an extra charge)

- Use of the audios for the production of audio-visual products (films), including the use of any image and title information for (commercial) application / for self-marketing purposes
- Making available (streaming) and publishing of productions (with different trainers/participants as actors) for use (no download) on the own website as well as worldwide on an online channel or the profile of the licensee (studio channel/club name) on social media platforms as well as streaming services (streaming, on-demand streaming; social media, live class tutorials) for own promotional purposes (stock of productions also beyond the end of the term)
- Publication of videos / Making them available free of charge as part of the membership of the studio/club
- Making cuts, abridgements and other changes to pieces of music which are considered necessary or desirable for technical reasons or with regard to the requirements of production
- Immediate economic use of the project / provision of the project for a fee (e.g. within a chargeable prevention course or subscription service)
- public use of music for live individual or group courses within the duration of the course
- Mandatory source citation for use in social media: Music courtesy of MOVE YA! (mark MOVE YA! on the corresponding platforms with @MOVEYA!)

Excluded from the scope of use:

- no sublicensing of the videos
- no mechanical duplication
- no download of the titles for use
- Immediate economic use of the project / provision of the project for a fee (e.g. within a chargeable prevention course or subscription service)

Scope of use STUDIO PLUS LICENSE (MY! UNLIMITED FREE Music&Film)

Target group:

physical fitness studios (1 license per site) & sports clubs (with partial economic intention of use)

The scope of use includes:

- 4 accesses to the music archive (further accesses for public music performances can be booked for an extra charge)
- Use of the audios for the production of audio-visual products (films), including the use of any image and title information for (commercial) application / for self-marketing purposes
- Making available (streaming) and publishing of productions (with different trainers/participants as actors) for use (no download) on the own website as well as worldwide on an online channel or the profile of the licensee (studio channel/club name) on social media platforms as well as streaming services (streaming, on-demand streaming; social media, live class tutorials) for own promotional purposes (stock of productions also beyond the end of the term)
- Publication of videos / Making available free of charge within the framework of the membership of the studio/association

- Making cuts, abridgements and other changes to pieces of music which are considered necessary or desirable for technical reasons or with regard to the requirements of production
- Immediate economic use of the project / Provision of videos for a fee (e.g. within a paid prevention course or a subscription service, (LIVE streaming videos + video-on-demand streaming), provision of the videos for an additional charge of the existing membership fee or provision/sale through video-on-demand platforms for members
- Income from direct economic use may not exceed 20% of annual turnover (gross)
- public use of music for live individual or group courses within the duration of the course
- Mandatory source citation for use in social media: Music courtesy of MOVE YA! (mark MOVE YA! on the corresponding platforms with @MOVEYA!)

Excluded from the scope of use:

- no sublicensing of the videos
- no mechanical duplication
- no download of the titles for use

§ 5.4.4.5 Monetization

Subject to the respective scope of use of the acquired license by the licensee, the display of third party advertisements in connection with the provision of a Production on social media platforms such as YouTube that offer such opportunities (i.e. monetize, enable remuneration) is permitted as part of the license subscription or purchase. The licensee is obliged to register the production and/or a relevant social media channel with the licensor in advance.

One channel can be whitelisted per social media platform. Additional subscriber accounts are required for multiple channels. In addition to the whitelist entry of the licensee channel, a limited number of video URLs of third party channels can be whitelisted (e.g. productions that are published on the channels of partners).

MOVE YA! monetizes the unlicensed use of the music pieces on YouTube and/or other platforms. Without a correct whitelist, MOVE YA! is not able to distinguish a licensed customer production from an unlicensed use and therefore reserves the right to monetize customer productions that contain audio that is not correctly whitelisted.

For GEMA-free (SUISA-free/AKM-free, hereafter analogue) music provided by MOVE YA! in the protected customer area, all broadcasting rights are released for online platforms (YouTube, Facebook, etc.). MOVE YA! has no control over the recognition systems used by these platforms (Content ID Filter), which are not always 100% accurate. It is therefore possible that films may be copyright marked or partially muted despite legal licensing. The instructions on how to proceed in case of a copyright complaint on our homepage (FAQ) must be observed.

§ 5.4.5 Extended obligations of use

The licensee (buyer) undertakes to include source information (work, title, licensor) about the licensor (MOVE YA!) in his productions. Licensee agrees to report all Productions created, with notification of „Title, Work Used, Duration“ to Licensor via a report form provided on licensor's website. The disregard of this extended contractual obligation entitles the licensor to claim a contractual penalty of EUR 50 per verifiably used and unreported production.

§ 5.4.6 Exclusion of use

The use of the scope of services (license subscription) is limited to the term of the agreement. The use of the service when purchasing a license is unlimited in time. Productions already created at the end of the contract may continue to be used to the contractually agreed extent. A post-contractual use with a terminated subscription (as well as, if applicable, further productions with the archive material created) is excluded.

Further excluded from the scope of services:

- Uses that enable third parties to download and/or otherwise access the Audios or use them on an independent basis, including without limitation in digital templates or other applications,
- Uses that allow end users to synchronize or otherwise combine the audio with other content, or to create or order on-demand products (such as electronic greeting cards or ringtones) or to make the audio available in physical products (such as speakers),
- Use of the Audios in connection with any material or in a context that is defamatory, illegal or inciting to illegal activity, immoral, racist, hateful or discriminatory against any person, for example on the basis of race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; encourages violence or the use of weapons; is pornographic or in a manner or context that otherwise violates the rights of any person,
- Provision of created productions for storage (download), unless the respective terms of use extend the scope of use accordingly,
- Use outside the scope of all applicable laws and regulations,
- Use in connection with sensitive political topics only with the prior written consent of Licensor; sensitive topics include, but are not limited to, political content such as promoting, advertising or endorsing parties, candidates or elected officials, and „adult videos“ and the promotion of adult entertainment venues, escort services or the like.

§ 5.4.7 Usage period, beginning and end

All MY! UNLIMITED FREE MUSIC & FILM subscriptions (TRAINER, STUDIO, STUDIO PLUS) have a duration of 12 months, the start date is the date of the contract confirmation (e-mail) after conclusion. It can be terminated in writing for the first time at the end of the first 12 months. Without cancellation, the subscription will be extended for a further year. The cancellation period is 6 weeks before the end of the subscription period. To cancel the contract, simply send an e-mail to info@move-ya.de.

Payment method / termination by licensor

Payment of the license fees is due monthly and is made by SEPA direct debit.

The Licensor is entitled to change the subscription fee at the end of a subscription period and will inform the Customer of such changes in advance. Price changes come into effect at the earliest at the beginning of the subscription period following the date of the change.

The Licensor has the right to cancel the subscription and this Agreement with a 7-day period and to suspend access to the Music Catalogue at any time if use contrary to the Agreement is found.

After the termination of this agreement has come into effect, no right of use and access will exist. Already created productions may be further used and distributed.

§ 5.4.8 Granting of rights by third parties / declarations

The licensee may not assign or transfer his rights from license purchases or subscriptions, neither in whole nor in part, to third parties.

The licensee is not permitted to reproduce music titles or parts thereof for the purpose of stand-alone sale and re-licensing, either in existing or modified form (editing, arranging, re-recording etc.) or direct sub-licensing of the archive material to third parties. In the event of unauthorized disclosure, the licensee is fully liable for all damages incurred by the licensor as a result of this, as well as consequential damages within the scope of the usual legal provisions.

The licensee may NOT grant sub-licenses (sub-licenses) on his created work (film), nor may he use third parties (vicarious agents) to create the productions.

§ 5.4.9 Broadcasting rights

The Licensor owns all copyrights and ancillary copyrights in and for the music catalogue and is the sole owner of the rights to the audios.

The licensee does not acquire any ownership rights with regard to the contents of the catalogue by purchasing the license. The Licensor declares that he is entitled to dispose of all rights necessary for the contractual acts of use. If third authors are involved, the licensor shall ensure that the rights to license the publishing rights customary in the industry have been transferred to him analogously. The purchaser of the license is released from all copyright and ancillary copyright claims by musicians, composers, conductors or producers involved.

§ 5.4.10 Copyright / proof / infringement of rights

The licensee undertakes to observe the general protection regulations of copyright law. The licensee therefore undertakes to provide the legally required proof of copyright (naming of the licensor/work) when creating the productions („description clip“).

The licensor has the right to take civil and criminal action in case of violation of this license agreement. This applies in particular to the use of the audio without a valid license.

Use without payment of the license fee (purchase amount / monthly subscription fee) is expressly prohibited and may result in civil and criminal prosecution. These include, but are not limited to, claims for restraint of use, damages, surrender of profits and destruction of all illegally produced, distributed or intended to be illegally distributed copies that are in the possession or property of the infringer.

§ 5.5 Functionality of the digital content offered and applicable technical protective measures as well as restrictions on interoperability and compatibility with hardware and software

The articles offered for download in accordance with the conditions described in § 5 are made available for download in the file formats specified in the product description. The playing time is specified in the current description of the items in the download shop.

Is a special functionality for digital content given, including applicable technical protective measures for such content, or MOVE YA! is aware of significant restrictions on the interoperability and compatibility of digital content with hardware and software, MOVE YA! will inform the customer of this in the article description of the current digital content. MOVE YA! is not liable for damage caused by incompatibility of the items with software or hardware already available to the customer.

MOVE YA! cannot give any guarantee or other warranty obligation for the compatibility of the files offered for download with software or hardware already available to the customer, in particular MP3 players.

§ 5.6 Technical Restrictions in the Availability

The availability of the MOVE YA! Homepage and thus also the availability of access to the customer accounts including the content with a „MY Unlimited“ subscription exist within the technical and operational possibilities of Move YA! and at most within the current state of the technology.

In particular, there is no availability during standstill periods due to maintenance, times in which the data center or server service provider, as a result of technical or other problems cannot be reached via the Internet, these are not under the sphere of influence of MOVE YA! (force majeure, fault of third parties, etc.).

MOVE YA! reserves the right to temporarily restrict its services if this is necessary due to capacity limits, the security or integrity of the server or for the implementation of technical measures, and if this serves the proper or improved provision of DSS services (e.g. for maintenance work). MOVE YA! takes into account the legitimate interests of users in these cases, for example by providing advance information.

According to the current state of the technology, MOVE YA! in addition, cannot guarantee the availability of all services, data communication via the Internet and certain functionalities on the homepage or in the MY! APP without errors or without interruption. MOVE YA! takes over no liability for technically justified transmission errors, transmission delays, data loss or failures, unless MOVE YA! or his agents have caused these events intentionally or through gross negligence;

§ 5.7 Right of Withdrawal

The revocation options for consumers are based on the conditions of our revocation instruction according to § 6.

§ 6 Right of Withdrawal

Consumers have a right of withdrawal in accordance with the following cancellation policy. The conditions, deadlines and procedure for exercising the right of withdrawal vary, depending on the content of the relevant contract. Therefore, separate cancellation instructions are given for the contracts specified below:

For the delivery of one or more goods (eg CDs), the following „cancellation policy for goods deliveries“ applies. § 6.1

This also applies in the case of a contract for several goods that the consumer has ordered as part of a single order and that are delivered separately, as well as in the case of a contract for the delivery of goods in several partial consignments or pieces, or as part of regular deliveries by Goods (physical subscriptions).

- For the purchase of products in the „flat subscription“ for the „MY APP“, the special features of the cancellation policy apply. § 6.2
- The special features of section 6.2 apply to the purchase of the „MY Unlimited“ product.
- Separate regulations on the right of withdrawal apply to the purchase of digital products; see §7.1

Under „Exclusion or premature expiry of the right of withdrawal“ acc. Section 7 informs in which cases the consumer cannot revoke his declaration of intent or under what circumstances the consumer loses an initially existing right of withdrawal.

The so-called „sample cancellation form“ is provided via the following link for permanent storage, which the consumer can, but does not have to, use in accordance with the cancellation policy to exercise the right of cancellation.

§ 6.1 Right of withdrawal of goods

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods or the last partial shipment or the last piece.

To exercise your right of withdrawal, you must contact us under following address:

MOVE YA! Lifestyle Kontor GmbH
Von-Somnitz-Ring 4
21423 Winsen (Luhe)
GERMANY

Telephone number: +49 (0) 4171 - 79599 – 0

Fax number: +49 (0) 4171 - 79599 – 10

E-mail address: info@move-ya.de

And inform us of your decision to cancel this contract, by means of a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your communication regarding your right of cancellation before the cancellation period expires.

Consequences of Cancellation

If you cancel this contract, we will refund all payments we have received from you, including delivery costs (with the exception of the additional costs that result from a different type of delivery chosen than the cheapest standard delivery we offer) immediately and at the latest within fourteen days from the day we received the notification of your cancellation of the contract. For this repayment, we will use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We can refuse the repayment until we have received the goods back or until you have provided a proof that the goods have been returned, whichever reaches us first.

You must return or hand over the goods to us in the sealed original packaging, at the latest within fourteen days from the day you informed us of the cancellation of this contract. The deadline is met if you send off the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods, if this loss in value, is due to the handling of the goods by you that is not necessary e.g: checking the nature, properties and functionality of the goods, and that can be traced back to you.

§ 6.2 Special Right of Withdrawal Product „MY Unlimited“ (for all Unlimited Products) for the MY APP

The right of withdrawal is fundamentally restricted when purchasing items via the download shop of digital content that is not on a physical data carrier.

This periodically expires in the case of such a contract if MOVEYA! has started to execute the contract after the customer has downloaded a product.

The product MY Unlimited technically offers the prerogative to block the access to the content, so that even after execution of the contract, the revocation can be declared in writing within a period of 14 days. All other conditions for the revocation of the consignment applies according to § 6.1.

§ 7 Exclusion Right of Withdrawal

Under „Exclusion or premature expiry of the right of withdrawal“, information is given in which cases the consumer cannot withdraw his declaration of intent or under what circumstances the consumer loses an initially existing right of withdrawal.

§ 7.1 Exclusion Right of Withdrawal Downloads

Every customer who is a consumer is entitled to revoke the offer in accordance with the special cancellation policy (see § 6), which is also communicated to him as part of the order on our website. However, we expressly point out the following reason, which extinguishes the right of withdrawal:

When purchasing items via the download shop, a contract is concluded for the delivery of digital content that is not on a physical data carrier. The right of withdrawal expires in such a contract if MY has started to execute the contract after the customer

1. has expressly agreed that MY begins to execute the contract before the cancellation period expires, and
2. has confirmed his knowledge that his consent loses his right of withdrawal upon execution of the contract (Section 356 (5) BGB).

The described consent and confirmation of perusal to the loss of the right of withdrawal will be requested from the customer during the ordering process and will be recorded in the contract confirmation after the contract is concluded.

After the conclusion of the contract, the text of the contract is not saved by us, so that it is not accessible to the customer via the customer account after the contract has been concluded.

§ 7.2 other exclusion or premature expiry of the right of withdrawal

You cannot revoke your declaration of intent in contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by you is decisive or that are clearly tailored to your personal needs.

You lose an initially existing right of withdrawal for contracts for the delivery of sound or video recordings or computer software in a sealed package if the seal was removed after delivery.

MOVE YA! offers various subscriptions for certain items in the online shop. These articles appear in three or four editions a year; the specific publication dates and prices are listed on www.move-ya.de or www.move-ya.com under the menu item „Subscriptions“.

§ 8 Liability for breaches of duty by MOVE YA!

Without prejudice to the regulations concerning the warranty and other special regulations made, MOVE YA! is liable for breaches of duty and the following is valid:

The customer can only claim damages in the event of gross negligence or intentional act, the breach of duty by MOVE YA! asserts. Damages from the injury to life, limb or health of a person as well as from the violation of essential contractual obligations are excluded. Substantial contract obligations are such, whose fulfillment is necessary for the reaching of the goal of the contract and on which the contractual partner can regularly rely upon. MOVE YA! Is liable for breach of essential contractual obligations due to simple negligence only for the contract-typical, foreseeable damage. The above limitation of liability does not apply in the event of fraudulent concealment of a defect or in the event of a warranty being given.

§ 9 Disclaimers

The music catalogue of the licensor on www.my-production-music.de or the use of the repertoire in a MY! UNLIMITED Subscription is provided by MOVE YA! on an „as is“ and „as available“ basis and disclaims all warranties, express or implied, including but not limited to

- implied warranties of merchantability or fitness for a particular purpose
- warranties as to the quality or performance of the materials, information, goods, services, technology and/or content provided under or in connection with this Agreement, including, but not limited to, limitations on user access to or use of content
- and warranties regarding the performance of computers, technology and/or networks.

§ 10 Place of performance and jurisdiction

If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, he courts at the domicile of the registered office of MOVE YA! This shall have exclusive jurisdiction for any and all disputes arising out of the contractual relations, whether directly or indirectly.

The place of performance in respect of all obligations arising out of the contractual relationship is the domicile of MOVE YA!

The contract language is German.

Winsen, May 11th, 2020

Anke Hauerwaas
Manager