

General Terms and Conditions of Business  
Marketing Agency w-bookbuster  
Hauptstraße 26, 24980 Schafflund

#### §1 General information

The following terms and conditions are only valid for w-bookbuster services, **as well as the trailer production company with the name mymerlinproduction listed on the www.w-bookbuster.com website. With the acceptance of the order to publish books with trailer, books without trailer, audio books and e-books on the mentioned website, as well as the production of trailers by us, this business is considered as agreed.** Other companies' Terms and Conditions have no validity. Regulations which amend or repeal these conditions are only valid if they have been confirmed in writing. Disagreements by business partners with reference to their general terms and conditions, including those using a standard form, are hereby rejected. However, we reserve the right to change our conditions in a reasonable manner.

**All written down regulations of the AGB of the marketing agency w-bookbuster therefore also concern the production company mymerlinproduction. The services relating to the production company mymerlinproduction are determined from §15 onwards.**

#### §2 Services and conclusion of contract

**Our service for the publication and networking of the work as a book with trailer, book without trailer, audio book and e-book always refers to a particular, specified work. These services are free of charge for the author. Our services also include checking the material provided to us by the author. If the content of the material sent to us contains violent or sexist aspects, w-bookbuster reserves the right not to conclude the contract.** We are bound to our performance price **for the production company mymerlinproduction** for a period of one year after conclusion of the contract and the subsequent extension period until the end of the contract.

An effective contract is only concluded with the written order confirmation, the consent to the General Terms and the transfer **to an escrow account named by us.**

The prices are not individual offers but the current general prices, as clearly defined on our website, [www.w-bookbuster.com](http://www.w-bookbuster.com). They only become the basis of the contract if the order is confirmed in writing. Offers and attachments may not be made accessible to third parties without our written consent.

#### **Amendment:**

- a. **For the placement of a trailer on the internet platform www.w-bookbuster.com the customer does not need to commit him/herself for a certain period of time. The resulting costs shall be regulated in a separate provision.**

#### §3 Scope of the order

The subject of the order is the agreed activity specified in the contract and not the achievement of a certain economic goal. Data supplied by third parties or the customer will only be checked by us for plausibility. Unless otherwise agreed, we can use expert subcontractors for the execution of the order. Orders placed by the author/publisher/**Trailer producers** must always be submitted to us in writing.

#### §4 Changes to the scope of services

To maintain uniformity, no subsequent changes can be made to the agreed content of the contract. For all additional services ordered by the author/publisher/**Trailer producers**, we charge an appropriate fee in accordance with our valid contractual agreements. Continuous costs charged to us by third parties, are included **prior to conclusion of a contract**. Possible price increases due to third parties are generally laid down in writing in our contracts. The prices are net prices, not including freight, discounts or VAT.

#### §5 The client's duty to cooperate

The author/publisher/**Trailer producer** is obliged to create all conditions necessary for the proper execution of the order. In particular, he/she must provide w-bookbuster with all information, materials and documents necessary or significant for the execution of the order in good time, i.e. within the time limits set by the service provider and fixed in the existing contract. **Proposals by the client which would entail a change in the objective of the subject matter of the contract fixed in the contract may have an influence on the agreed remuneration.**

Additional proposed support by the client has no influence on the remuneration.

The client authorizes w-bookbuster to conclude contracts on his/her behalf for services obtained from third parties. These contracts can concern but are not limited to:

1. shares in book sales
2. investments in film rights
3. investments in advertising appearances
4. promotions from partner companies
5. funding from universities
6. other sources of income

#### §6 Services and delays

W-bookbuster is entitled to fulfill all performance obligations as partial performances or partial deliveries. In the event of delays in performance or delivery, the broadcasts of Street base animations are subject to the conditions of the contract under § 4 and the completeness of the required documents.

#### §7 Prices and terms of payment

**The presentation of the products on our website [www.w-bookbuster.com](http://www.w-bookbuster.com) is free of charge, even if the trailer production is supplied by another company. Costs may arise if the contractual partner wishes to highlight his/her product, which is displayed on the [www.w-bookbuster.com](http://www.w-bookbuster.com) platform. Unless otherwise agreed, we have no claim to reimbursement of expenses in addition to the fee claim for highlighted presentation.** The fee for our services is a fixed price based on the rates declared at [www.w-bookbuster.com](http://www.w-bookbuster.com). Unless otherwise agreed, we are not entitled to the reimbursement of additional expenses in addition to the fee claim for **the highlighted presentation**. This highlighted presentation are regulated in the author/publisher marketing contract. If invoicing a time-based fee, we shall be entitled to invoice at contractually agreed intervals.

Additional work, such as post-processing of the Street base animation, is the sole responsibility of the author/publisher. **Any additional work on the trailer required by the author/publisher/production company will be invoiced separately. This invoice shall be based on the expenditure of the work and shall be communicated in a separate written agreement.**

Our prices are net prices in euro excluding VAT. Discounts or other deductions are not granted. Payment for the services to be provided shall be made by bank transfer, direct debit or via another payment method **like credit card or Pay-Pal**, within 2 weeks of invoicing. If the customer is in default of payment, we shall be entitled to charge default interest in the amount of 3% (in words: three per cent) above the respective discount rate of the Deutsche Bundesbank at the time when the default occurred. Place of performance for all deliveries and services is the registered office of the w-bookbuster marketing agency.

#### §8 Protection of intellectual property

As far as work results are copyrightable, we retain the copyright as a service provider. In such cases, the customer shall only receive the right to use the work results as limited by us, restricted in time and location, revocable, exclusive and non-transferable (unless otherwise agreed in the contract).

We reserve the right to archive and reference works and designs. The client has the right to be named as the author (on copies and online).

The contents and works created by the site operators on these pages are subject to German copyright law. Duplication, editing, distribution and any kind of exploitation outside the limits of copyright law require the written consent of the respective author/publisher or creator. Downloads and copies by third parties are only permitted after consultation in writing. Private downloads are generally not permitted.

All bookstores, including second-hand, mail order and online bookstores, as well as other companies that make profitable use of our primary and additional services are obliged to share in the sales generated. In these cases, we offer special commission contracts at moderate conditions individually tailored to the respective business partner.

Insofar as the contents on this page were not created by the author/publisher/**production company**, the copyrights of third parties are observed. In particular, third party content will be identified as such by providing references to the author and the Street base animation producer in the opening credits. Should authors/publishers nevertheless become aware of a copyright infringement, we ask for a corresponding notice. If we become aware of any infringements, we will remove such content immediately or request the perpetrator to correct it immediately.

#### §9 Copyright and trademark rights

The author/publisher/**production company** declares that he/she is in possession of the copyright and/or trademark rights required for the services ordered regarding the use of illustrations, trademarks and/or names—or, if he/she is not the author and/or trademark owner, has obtained permission from the same. We do not check whether the client is in possession of the copyright and trademark rights required for the services to be provided. Liability towards third parties regarding copyright and/or trademark claims is therefore excluded. Should the services ordered violate copyright and/or trademark law, the author/publisher is solely responsible for this.

#### §10 Liability

We only assume liability for our services in accordance with the following provisions and only vis-à-vis the author/publisher as the primary customer. The assignment of warranty claims to third parties is excluded. Claims for damages of any kind are generally excluded. In the case of justified claims regarding defects caused by us, the author/publisher is obliged to notify us in writing within 14 days of the first receipt of the service. A precise description of the defects is necessary. If the claim is justified, we will remedy the defect free of charge at our discretion. Further claims of the author/publisher are not considered, except for malicious intent and gross negligence. Our liability according to the Product Liability Act remains unaffected. Contractual penalties are generally not recognized.

#### §11 Disclaimer

We shall only be liable for our vicarious agents for breach of contractual obligations such as non-fulfillment or delay in cases of malicious intent and gross negligence. The liability is limited to the typical contractual damage foreseeable at the time of the contract's conclusion. Insofar as we have passed on services to our clients or obtain them from third parties, we shall not be liable for their shortcomings.

#### §12 Data protection and confidentiality

**We, the marketing agency, are committed** to maintain silence about all operational matters of the author/publisher about which we have gained knowledge within the scope of the contract performance. We shall not pass on confidential information to third parties.

The author/publisher gives his/her consent for us to store the data transmitted by him/her. The author/publisher is hereby informed, in accordance with §33 section 1 of the Federal Data Protection Act (BDSG), that we process personal data in machine-readable form and automatically to fulfill tasks arising from the contract. If the customer provides address data, the data protection regulations apply.

#### §13 Place of performance and jurisdiction

For both contracting parties, the place of performance and jurisdiction for all claims arising from the contract is the registered office of the w-bookbuster marketing agency.

The laws of the Federal Republic of Germany shall apply to the exclusion of foreign law. The German version of a contract text is authoritative. The sole place of jurisdiction for all disputes arising from or in connection with the contractual relationship between the parties is Flensburg.

#### §14 Severability clause

Should one of the provisions of these Terms and Conditions be or become invalid, ineffective or impracticable for any reason, the validity of the remaining provisions and the underlying contract shall remain unaffected. In such a case, the parties are obliged to replace the invalid provision with an agreement that most closely matches the expired provision.