



## INDIVIDUAL DECLARATION\*

We, \_\_\_\_\_, hereby expressly declare that we possess,  
(company stamp)

without restriction, for the reproduction, distribution, to make available, lecture, performance and presentation, for publication as well as for the necessary processing and other rights of exploitation within the meaning of the Copyright Act (*Urheberrechtsgesetz*)

proprietary rights required for reproductions for the order of \_\_\_\_\_, order number \_\_\_\_\_

entitled \_\_\_\_\_, or that we have obtained the necessary licences from third parties or we expressly assure that the work is non-probrietary. .

In the production commissioned under the above title, the following content occurs on the medium ordered from you - please tick the boxes which apply:

| MEDIUM               | CONTENT                                    | RIGHTS ACQUIRED AT <sup>2</sup> |
|----------------------|--|---------------------------------|
| <i>Vinylpostcard</i> | <i>Music<sub>1</sub> /Pictures</i>         | _____                           |
| <i>APP Content</i>   | <i>Music<sub>1</sub> /Pictures / Video</i> | _____                           |

1 'Music' includes the use of both complete (musical) works and extracts from (musical) works; the length of the extract is immaterial. Use includes all technical forms of use of music (i.e. all media).

2 If you are not the owner of the original rights of the above mentioned content, please name the respective licensor (s).

- We hereby confirm that we ourselves hold the rights to all content which we have commissioned Vinylpostcards to produce (especially with regard to provided pictures, music and lyrics).  
YES NO
- If we are not originator, we confirm and guarantee that although, we do not hold the original rights to the content listed above, we have legitimately acquired the necessary rights from the licensors listed above. Upon request by Vinylpostcards, we will immediately submit the license agreement. Vinylpostcards is not obliged to check in advance whether the customer has acquired the necessary rights.

We further assure Vinylpostcards that the rights available to us also include playing the copyright material made available via the app operated by Vinylpostcards and grant Vinylpostcards the corresponding and unrestricted permission to use the work. We guarantee that we are not subject to any legal or contractual restrictions that prevent us from granting such rights and indemnify and hold Vinylpostcards harmless in this respect.

We also grant Vinylpostcards the right to print on the back of the Postcards "*manufactured by Vinylpostcards*" (font size at least point 6), to stick on or to affix in any other way. and we undertake not to remove or alter this inscription.



We grant Vinylpostcards the right to advertise and post the postcards created for us on the homepage and social media channels of Vinylpostcards as well as on other media and to present and publish excerpts from the musical works on the postcards. In the case of images of natural persons, we assure that the persons depicted have given their consent to such publication. Vinylpostcards will only make use of this right if the customer's work has already been published by him. For this purpose, we commit ourselves to inform Vinylpostcards explicitly, if works are not yet published, as well as to inform Vinylpostcards, if an unreleased work will be published.

Vinylpostcards is not responsible to assess whether any third-party rights could be violated by the product and its design, but reserves the right to assess on a case-by-case basis. Therefore, at Vinylpostcards' request, the customer will, if necessary, provide evidence of the required permissions. The customer also agrees that Vinylpostcards will pass on order-related information, as far as it concerns the protection of copyrights and related property rights, to the relevant copyright organizations or other organizations, which have the protection of these rights as their object, for the necessary clarification of these rights. If Vinylpostcards makes a concrete enquiry about a production or if Vinylpostcards demands a concrete proof for the rights of this production (license agreement) and if the customer cannot or does not want to provide the proof, Vinylpostcards is entitled to refuse the delivery and to withdraw from the order.

We hereby declare that all the above information is accurate. We are aware that Vinylpostcards is not responsible for checking whether this information is authentic and therefore can't be held responsible or made liable for this.

We guarantee that all license fees – or other fees – due will be paid by us to the bodies responsible and have been paid to date.

We further declare that the media made available to Vinylpostcards do not contain any obscene, degrading or illegal illegal – in particular content against the law banning National Socialist activities (*Verbotsgesetz*) or the Media Act (*Mediengesetz*) – content. We are liable to Vinylpostcards for any damages resulting from any non-compliance.

In the event that we act on behalf of a third party, we undertake to verify the latter's rights and satisfy ourselves that it possesses all the rights required for the specific production commissioned.

We are aware that Vinylpostcards executes all orders only on the basis of its General Terms and Conditions of Business. We confirm that we have received, read, understood and accepted the General Terms and Conditions of Business in good time.

If we fail to fulfil our obligations, and in particular if we do not provide evidence that we hold the necessary licenses or fail to provide the information required for them, Vinylpostcards will be entitled to effect extraordinary termination of the contract or to withdraw from the contract or order. The breach of any other obligation arising from this declaration also constitutes a reason for an extraordinary termination of the concluded contracts by Vinylpostcards.

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DECLARATION OF INDEMNIFICATION

In the event that claims are brought against Vinylpostcards as the result of third-party rights being infringed, we undertake to indemnify Vinylpostcards completely against such claims by third parties and in particular to reimburse costs necessarily incurred in legal proceedings. In case of any claims against Vinylpostcards, we will provide Vinylpostcards with all documents that may be useful in defending any claims. Furthermore, we undertake to immediately refrain from further distribution of the Vinylpostcards.

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*Name in capitals*

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*Signatory of the company's authorised representative*

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*Place, Date*