

General Terms and Conditions of Musicalion.com

§ 1 Purpose

(1) Musicalion.com is a private institution, whose purpose is to support people who make music. The Music Library is designed to supplement the holdings of public libraries. As such, its terms and conditions are modelled on those of public libraries. The Musicians-Websites make it possible for musicians to design and run their own websites.

(2) Musicalion.com serves to promote musical activity, education, information, musical work, the leisure activity of internet users and general cultural purposes.

§ 2 Content and Use of Musicalion.com Services

Sheet Music Download Service

(1) Rights of access and use may be established after electronic registration and receipt of the user fee. However, Musicalion.com reserves the right to reject applications without explanation.

(2) The right to use Musicalion.com is limited to one person per membership. This right is not transferable and may be accessed through one computer only. Should Musicalion.com in exceptional cases allow the use of several computers, this permission may not be construed as a permanent right. By registering as a member of Musicalion.com, the user agrees to allow Musicalion.com to install a cookie on her/his computer indicating that the user is authorized to access Musicalion.com.

(3) The services of Musicalion.com are provided for personal use only. For this reason, the frequency of sheet music downloads is limited to an amount reasonable for personal use. Musicalion.com permits the user to download only sheet music which s/he intends to learn in the near future. Members may not download works for some future purpose. The latter transgression will be assumed when the user exceeds the maximum allowable number of weekly downloads in three successive weeks. This upper limit has been set in accordance with the regulations of the Munich City Library, which permits 20 media to be borrowed for 28 days, or approximately five works per week.

(4) The cooperating publishers and private copyists hold the copyright, and Musicalion.com the right of use, for the entire collection of sheet music and recordings published in Musicalion.com. The user may not modify these publications, whether in electronic or in printed form, nor reproduce them to be passed on to third parties. Modifications made for the purpose of accommodation, e.g. to suit one's particular ensemble or vocal register, are however allowed.

(5) The right to use the collection of sheet music and recordings is limited in length to the period of membership. After terminating her/his membership, the user must destroy all Musicalion.com data files and printouts in her/his possession.

(6) Musicalion.com relies in its business philosophy on the honesty of its users, whose membership fees contribute to the maintenance, improvement and expansion of Musicalion.com services. In individual cases where Musicalion.com has a reasonable suspicion of breach of trust it may immediately terminate the user's right of use. Musicalion.com further reserves the right to claim compensation for damages.

„Musicians-Websites“ Service through Musicalion.com

(1) The customer may not violate laws, morality or the rights of third parties (protection of the name right, copyright, and of data privacy). In particular, the customer pledges not to present content which is pornographic, demagogic, glorifies violence, incites crime or provides instruction thereto; and not to offer any services or allow any services to be offered which consist of pornographic or erotic content (e.g. naked photos, peepshows etc.). The same holds true for the dispatching of emails.

(2) The customer may neither send nor save onto a Musicalion.com data storage medium any files which because of their form or composition (e.g. viruses), size or multiplication (e.g. spamming) may be able to endanger the inventory or operations of the electronic data processing center or data network of Musicalion.com.

(3) For every case of culpable infringement of the above obligation, in consideration of the rule of law in connection with the legal prosecution, the customer promises to pay a penalty for breach of contract in the amount of EUR

5,010—(five thousand and ten euros). The payment of this penalty does not exclude the enforceability of further damage compensation.

(4) Should Musicalion.com note that a customer's internet pages or email communications in form, content or pursued purpose violate legal commandments or prohibitions, the rights of third parties or morality, Musicalion.com is entitled to remove the illegal information or block access to it.

(5) If a customer's internet pages, domain names, email addresses or email communications violate the above prohibitions, morality or the rights of third parties, and if the customer is responsible, the customer is liable to Musicalion.com to compensate all damages. The customer releases Musicalion.com in the internal relationship from claims from third parties resulting from the above violations.

(6) Musicalion.com sends emails, SMS and other messages into the Internet. Musicalion.com assumes no liability for the forwarding of emails, SMS or other messages to the receiver, nor for the correct rendition of the customer's internet pages in the internet presence, unless Musicalion.com can be charged with intent or gross negligence.

§ 3 Sheet Music and Recordings Made Available to Musicalion.com

(1) Users who send Musicalion.com sheet music and recordings for the purpose of publication certify that they are in possession of all rights for these materials. Sending materials to Musicalion.com also grants the right of use and publication to Musicalion.com. However, the user does not thereby grant Musicalion.com exclusive rights and may continue to make use of her/his work in other ways. If the user does not agree to these conditions, s/he must make this clear when forwarding the materials.

(2) All recordings and sheet music sent to Musicalion.com for publication will be returned upon payment of return postage. Unless return shipment has been requested and paid for, Musicalion.com reserves the right to destroy these materials after processing. In no case is Musicalion.com liable for this material.

(3) Contributors will receive a free membership, the length of which depends on the amount of music contributed. For details, see <http://www.musicalion.com/scores/contribute.php>.

§ 4 Liability

(1) Musicalion.com manages its Internet platform in good conscience and to the best of its ability. It is not responsible for problems resulting from access to the internet or web browser or from the computer configuration or other software employed in connection with Musicalion.com.

(2) User claims for damage compensation against Musicalion.com exist only in the case of gross negligence or criminal intent on the part of Musicalion.com and are otherwise excluded. Musicalion.com is not liable for damages unconnected with the web platform nor for customer loss of profit or damage to assets.

(3) Musicalion.com is not responsible for statements made on its bulletin board or on the websites of its members. If a contribution contains statements inconsistent with standard English or statements which may be deemed immoral or illegal, Musicalion.com reserves the right to edit or erase them. The bulletin board may not be used for other commercial purposes.

(4) Musicalion.com is not responsible for the content of websites to which it is linked.

§ 5 Memberships

(1) With his/her registration the user has signed up for a subscription which will renew automatically at the end of the subscription period.

(2) If the member books an additional service during a current membership, both memberships will automatically renew at the cheapest combined membership dues rate.

§ 6 Fees

(1) The membership fee is due upon sending in the registration form.

(2) Dues will not be refunded for any reason.

(3) If a member, after being granted access to Musicalion.com, rescinds her/his permission to automatically have membership dues transferred from her/his bank account, s/he is responsible for the resulting charge of 5 Euros.

(4) Musicalion.com reserves the right to forward claims to a debt collection agency. The defaulting member is then liable for any resulting extra charges.

§ 7 Withdrawal

A user may withdraw his membership within 14 days after registration only if he/she has not yet made use of any services of Musicalion.com. In disputed cases, services are considered to have been rendered when the user has logged in and downloaded at least one score, regardless of whether or not the score has actually been used.

§ 8 Termination of Membership

(1) A member may cancel his membership at any time by email, letter or fax. The cancellation is valid as soon as the member has received an email from Musicalion confirming the cancellation. The cancellation means that the current membership will not be automatically renewed at the end of its term of validity.

(2) Within 14 days after a membership has automatically renewed a member may cancel the new membership period under same conditions as in §7. The new membership period will be cancelled and any membership dues pertaining to the new membership returned.

§ 9 Gifts with Memberships

From time to time Musicalion.com gives new members welcome gifts. Musicalion.com assumes the complete shipping costs only within Germany. For deliveries to other countries, the new member must contribute 3 euros towards the cost of shipping. Musicalion.com reserves the right to optimize shipping costs, which may lead to delays of up to four weeks.

§ 10 Data Protection

All member data will be treated confidentially. Storage and processing of this data may take place only within the customer-approved context and under strict consideration of legal regulations such as the federal (German) laws governing data protection and the information and communication services. Member data may not be passed on to third parties who are not members of Musicalion.com staff outside of the context of carrying out this contract. Musicalion.com reserves the right to exchange information with the appropriate service providers in order to check on a member's credit or good faith. Musicalion.com is further authorized to transmit member information to SCHUFA (German credit reporting agency).

§ 11 Final Conditions

(1) Laws of the Federal Republic of Germany apply, to the exclusion of United Nations sales laws. The place of fulfillment and jurisdiction is Ebersberg, Germany

(2) The declaration of an individual provision of this contract as null and void does not affect the validity of the rest of the contract nor of these terms and conditions. In disputed cases, the German text is authoritative.

Last Updated: July 30th, 2008