

Terms of contract for the use of app content (short radio plays)

1. Scope

1.1. The free app 'The Walks' (hereinafter referred to as 'App') contains radio play content subject to licencing, which can be licenced in the App. These General Terms of Contract (hereinafter referred to as 'GTC') apply to all contracts for the use of radio play content concluded in the App between Rimini Apparat GbR, Helgard Haug, Jörg Karrenbauer, Stefan Kaegi, Daniel Wetzels, Stresemannstraße 29, 10963 Berlin (hereinafter referred to as 'Rimini Protokoll') and you as our user (hereinafter referred to as 'User').

1.1.1. Users can download the App free of charge from the Apple App Store or the Google Play Store.

1.1.2. Usage agreements with Rimini Protokoll are concluded through a payment and activation process when the downloaded App is opened for the first time.

1.2. The GTC apply in the version valid at the time of conclusion of the contract.

1.3. Deviating general terms and conditions of User shall not be recognised unless Rimini Protokoll expressly agrees to their validity.

1.4. These GTC are intended for both entrepreneurs and consumers. User is a consumer insofar as the purpose of the ordered services cannot be predominantly attributed to a commercial or independent professional activity of User. On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or independent professional activity.

1.5. The provisions that apply exclusively to consumers are marked accordingly (e.g.: right of cancellation for consumers).

1.6. The App is multilingual and is currently available in the following languages: German, English, French and Italian, Romanian, Spanish and other languages will follow soon.

2. Conclusion of contract

2.1. After a free download, User can conclude the user contract with Rimini Protokoll in the App as follows:

2.1.1. After opening the App, User can obtain information on the contents of the App, the price, the conclusion of the contract and legal topics as follows

‘The Walks’ is a collection of short audio plays for specific places in your city and an invitation to rediscover and interact with your surroundings. As little as 20 minutes are sufficient to do an audio walk yourself. You can unlock all content (walks) at once in the App. You conclude the necessary contract for use (i.e. playback) either by entering an activation code or by making a binding payment in money. The price for payment in money is EUR 4.99.

Before we can conclude the contract, we ask you to carefully read our notice as well as our Privacy Policy, our Terms of Use and our Cancellation Policy and to give us your consent to the data transfer (when using Stripe and when voluntarily uploading photos) and to the early provision of the content before the end of your cancellation period:

Warning: Rimini Protokoll advises you that you can listen to our Walks while moving in public traffic areas. Please move carefully and observe local rules and regulations regarding traffic.

2.1.2.:

2.1.2.1. I have taken note of the Privacy Policy.

2.1.2.2. Consent to data transfer to the USA in the case of payment via Stripe or in the case of a voluntary photo upload with geo-location.

2.1.2.3. I have taken note of the Terms of Use.

I expressly agree that Rimini Protokoll may commence the execution of the contract **before the expiry of my cancellation period** and that I am aware that by this consent I lose my right of cancellation upon commencement of the execution of the contract (commencement of the use of the Walks). I have taken note of the Cancellation Policy and the sample cancellation form.

2.1.3. The relevant documents can be found via links on the Rimini Protokoll website and are also available in the App menu. User can confirm that he/she has read and understood both the Privacy Policy and the Terms of Use by ticking the opt-in boxes in the pop-up window and giving the necessary consent by ticking the other two boxes.

2.2. Offer to conclude a contract

2.2.1. The provision of the Terms of Use and the information on price and content constitutes an offer by Rimini Protokoll to conclude a contract of use for the use of all Walks in the App.

2.2.2. User will only conclude the contract if User has ticked all the boxes.

Payment methods

Closing the pop-up window takes User to the landing page in the App relevant to the conclusion of the contract. Here, User gets to choose between 'Enter activation code' or 'Pay for Walks'.

2.2.3. Conclusion of contract by code entry

Insofar as User has purchased a code via a theatre to unlock the App, User may use this code instead of paying in money. By entering the code and clicking on the 'Enter activation code' button, User accepts Rimini Protokoll's offer to conclude a contract for the use of the Walks in the App.

2.2.4. Conclusion of contract by payment

As far as User has selected the option 'Pay for Walks', User will be directed to the Stripe page. Here, User selects the preferred payment method between the available payment methods (Google pay, Apple Pay, debit cards, credit card, PayPal, Sofortüberweisung).

The price for the use of all Walks in the App in money is EUR 4.99.

2.3. Acceptance of the offer and conclusion of the contract

2.3.1. By clicking on the respective button ('Enter the activation code' or 'Pay for Walks'), the payment process is initiated and User accepts Rimini Protokoll's offer to conclude a contract for the use of the Walks in the App.

2.3.2. After conclusion of the contract, User can use all Walks in the App.

3. Contents of the App

In the unlocked App, User can use the following content:

3.1. Audiowalks

3.1.1. The App provides users with access to a number of different audio walks (hereinafter referred to as 'Walk'). Each Walk is a short radio play of about 20 minutes for a specific place such as a park, a supermarket or a cemetery.

3.1.2. The Walks are an invitation to Users to experience their environment in a new way and to interact with it. The different places become stages and settings for Users with voices, sounds and music in the form of narratives, dialogue situations, choreographic explorations or musical-rhythmic variations of walking.

Users can choose the time, the order and the number of Walks. The title of each Walk indicates where or how it can be performed: for example, 'Walk for a Cemetery', 'Walk by the Water' or 'Walk around a Traffic Island'.

3.2. Voluntary contributions by User themselves and consent to data transfer to the USA

3.2.1. Within the Walks, Users have the voluntary option to take a photo during the Walk itself. The User takes the photo exclusively in the App, which is uploaded (if possible for discarding/editing) directly in the App, without it appearing in the photo library of the mobile phone.

3.2.2. To the extent that User voluntarily chooses to 'take a photo', location and date data will be transferred to the USA. The necessary consent for this data transfer was given by User before the conclusion of the contract.

3.2.3. If Users decide to take/upload the photo, it will be displayed as a 'pin' in the App on a world map at the location where the photo was taken with the location and date/time.

3.3. World map with contributions from other Users

3.3.1. All Users have access to the world map displayed in the App.

3.3.2. This means that every uploaded pin on the world map is visible to all Users of the App. Visibility includes not only the photos themselves, but also the specific locations and date they were taken.

4. Granting of rights

4.1. Rimini Protocol to User

4.1.1. Rimini Protokoll grants User the necessary rights to use the content in the App (in particular to listen to the Walks). These rights of use include, in particular, rights under copyright law and including, in particular, the right to stream and download the Walks for one's own enjoyment. The right to share the content with third parties physically

(passing on the downloaded data storage) or incorporeally (playing for third parties) is not covered.

4.1.2. This granting of rights is simple (non-exclusive), unlimited in terms of location, limited in terms of content to the person of User and limited in terms of time to 12 months in each case.

4.2. User to Rimini Protocol

At isolated points in the Walks, User is asked if User would like to take a photo to experience an interactive user experience. The decision to take a photo is made by User on a purely voluntary basis. Photographs are usually landscape photographs or occasionally shots of the artist's own likeness.

4.2.1. Rimini Protokoll would like to embed these photos within the App on a world map in the form of a pin containing the photo as well as the location and time/date. The world map will be accessible to all Users of the App and the photos as well as the information on the location and date will be viewable. Furthermore, Rimini Protokoll would like to use the photos for press and public relations work for the App and for Rimini Protokoll and for its own licencees and contractual partners, as well as for archiving and documenting its own work and vis-à-vis sponsors.

4.2.2. Insofar as User complies with the request and takes/uploads photographs in the App, User grants Rimini Protokoll the rights required for the use of these photographs, in particular under the German Copyright Act and under other laws (such as, for example, the German Art Copyright Act - KUG -) (hereinafter collectively referred to as 'Rights'), exclusively, without limitation as to content, territory and time, in a workable and sub-licencable manner. This grant of rights includes in particular, but is not limited to,

4.2.2.1. the right to reproduce (e.g. save, upload and download) and distribute the photos;

4.2.2.2. the right to make the photos publicly available on the Internet, in particular in the App, on their own website, on third-party websites (e.g. theatres, festivals) or on a social media platform, as well as in paper format, including the right to store, upload, live stream, download and stream-on-demand the photos;

4.2.2.3. the right to delete, edit, collage, combine with other material or even use extracts of the photos;

4.2.2.4. With regard to the photos in which his/her own likeness is photographed, User grants the consent required under the German Art Copyright Act (KUG) to the use of the likeness to the extent agreed above.

4.3. The end of the term has no effect on the validity of the granting of rights by User to Rimini Protokoll. This grant of rights shall survive the contractual relationship.

5. Warranty

5.1. Warranty is governed by the statutory regulations.

5.2. Rimini Protokoll does not guarantee functionality in the event of technical limitations (for example, damaged or outdated hardware or software) on the part of User. Rimini Protokoll also does not guarantee a functioning network connection of the customer.

5.3. Notes for optimal functioning of the App,

5.3.1. User should have a current operating system (5 or younger for Android or 13 or younger for iOS) and

5.3.2. User requires a storage volume of 100 MB for the installation of the App.

6. Liability

6.1. The liability of Rimini Protokoll is excluded. This does not apply, however, to liability under the German Product Liability Act or to liability of User arising from death, personal injury or damage to health or from the breach of fundamental contractual obligations (contractual obligations whose fulfilment is necessary to achieve the purpose of the contract. These are contractual obligations where the fulfilment of which is essential for the proper performance of the contract and on the observance of which User may regularly rely) as well as liability for other damages resulting from an intentional or grossly negligent breach of duty by Rimini Protokoll, Rimini Protokoll's legal representatives or Rimini Protokoll's vicarious agents.

6.2. In the event of a breach of material contractual obligations, Rimini Protokoll shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless it concerns claims for damages by User arising from injury to life, body or health.

- 6.3. The restrictions of paragraphs 1 and 2 shall also apply in favour of legal representatives and vicarious agents of Rimini Protokoll if claims are asserted directly against them.
- 6.4. The limitations of liability resulting from paragraphs 1 and 2 do not apply insofar as Rimini Protokoll has fraudulently concealed the defect.

7. Warnings

- 7.1. Rimini Protokoll advises User that the Walks can be intercepted while User is moving in public traffic areas. When participating in public (road) traffic, all participants - i.e. also pedestrians - must observe the rules of local traffic law (e.g. StVO). The settings, especially the volume when playing the Walks, should be set in such a way that User can participate in road traffic without any problems and that the hearing and visual senses are not impaired.
- 7.2. Rimini Protokoll points out that the photos voluntarily taken/uploaded must not be recognisable to other persons whose consent has not been obtained for the taking and use of the image in the App. It is also not permitted to photograph or upload third-party brands, logos, designs, business logos or other content that is subject to intellectual protection.
- 7.3. Rimini Protokoll points out that the photos that User takes/uploads must not fulfil any offences under the German Criminal Code (punishable acts) or under regulations on administrative offences.

8. Recourse in the event of use in breach of contract, criminal offence or other unlawful use

Insofar as User takes/uploads photos that violate these Terms of Use, in particular § 7.2 and § 7.3, or are unlawful (e.g. represent criminal offences or violate the rights of third parties (e.g. right to one's own image, trademark rights)) and User is responsible for the violation or has acted culpably in breaking the law, Rimini Protokoll may demand compensation from User for the damage incurred in accordance with the statutory regulations.

9. Right of cancellation for consumers

- 9.1. If User is a consumer, User has a statutory right of cancellation, which Rimini Protokoll informs about in accordance with the statutory provisions below. A sample cancellation form can also be found below.

Cancellation Policy

Existence of a right of cancellation

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

The cancellation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of cancellation, you must inform us, Rimini Apparat GbR, Helgard Haug, Jörg Karrenbauer, Stefan Kaegi, Daniel Wetzel, Stresemannstraße 29, 10963 Berlin, by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to cancel this contract. You can use the attached sample cancellation form for this purpose, which is, however, not mandatory.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

Consequences of cancellation:

If you cancel this contract, we must return to you all payments we have received from you immediately and at the latest within fourteen days of the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

End of the Cancellation Policy

Sample cancellation form

(If you wish to cancel the contract, please fill in and return this form)

To:

Rimini Apparat GbR,

Helgard Haug, Jörg Karrenbauer, Stefan Kaegi, Daniel Wetzler,

Stresemannstraße 29, 10963 Berlin

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only in case of notification on paper):

Date:

(*) Delete as applicable.

9.2. Rimini Protokoll points out that the right of cancellation in the case of a contract for the delivery of digital content not on a physical data carrier (e.g. streaming content) expires prematurely if Rimini Protokoll has commenced performance of the contract after

9.2.1. User has expressly agreed that Rimini Protokoll may commence performance of the contract before the expiry of the cancellation period; and

9.2.2. User has confirmed knowledge of the fact that User loses the right of cancellation by consenting with the start of the execution of the contract.

10. Privacy

- 10.1. In the performance of the contract, the parties shall observe the provisions of data protection law applicable to them in each case. Rimini Protokoll collects and processes the personal data received from User in the context of this contractual relationship, such as their image or location in the case of voluntary taking/uploading of photos.
- 10.2. The data collection and data processing of the personal data of User is carried out for the purpose of implementing the contract on the use of the photos. In this respect, the respective data collection and data processing is based on Article 6 (1)(1)(b) GDPR.
- 10.3. Furthermore, the purposes of data processing result from the respective legal obligations of Rimini Protokoll, e.g. legal retention periods and obligations to provide evidence to the tax authorities. In this respect, the data collection and data processing is based on Article 6 (1)(c) GDPR.
- 10.4. In addition, the purpose of data processing may result from legitimate interests of Rimini Protocol or third parties, if and to the extent that the interests, fundamental rights and freedoms of User are not overridden. In this respect, the data collection and data processing is based on Article 6 (1)(f) GDPR. Further information (right of access, rectification, revocation, erasure, etc.) can be found in our Privacy Policy in the App menu under Privacy.

11. Final provisions

- 11.1. Should individual provisions of this contract be unenforceable or become unenforceable after conclusion of the contract, the validity of the contract shall remain unaffected. The impracticable provision shall be replaced by the provision whose effects come closest to the economic purpose pursued by the contracting parties with the impracticable provision. Should the contract be or become incomplete, it shall otherwise remain effective.
- 11.2. In the event that the contract hereunder is concluded with a foreign reference, the parties agree that the contract shall be governed by the law of the Federal Republic of Germany.
- 11.3. If both parties are merchants or in the event that the contract here is concluded with a foreign reference, the parties agree that the registered office of Rimini Protokoll shall be the exclusive place of jurisdiction for all disputes arising from and in connection with this contract.