

GENERAL TERMS AND CONDITIONS FOR THE RECORDINGS-SHOP

I. General Terms

1. Scope of Application

1.1. These General Terms and Conditions (hereinafter “**GTC**”) apply to all contracts concluded between Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, represented by its managing directors Olaf Maninger and Marcus Forchner (hereinafter “**Berlin Phil Media**”), and the customer (hereinafter “**Customer**”) regarding CDs, Blu-ray discs, DVDs, vinyl records, books and merchandise products (hereinafter collectively “**Physical Products**”), gift vouchers for time-limited access to streaming services which Berlin Phil Media offers at www.digitalconcerthall.com and via the mobile and TV app “Digital Concert Hall” (hereinafter collectively “**Digital Concert Hall**” and the gift vouchers for the Digital Concert Hall (hereinafter “**Vouchers**”) and digital music recordings in the form of music downloads (hereinafter “**Digital Music Recordings**”; Physical Products, Vouchers and Digital Music Recordings hereinafter collectively “**Products**”) offered for purchase at www.berliner-philharmoniker-recordings.com (hereinafter “**Recordings Shop**”). Further information regarding the identity and the contact details of Berlin Phil Media can be found in the Provider Identification.

1.2. These GTC consist of three parts:

1.2.1. General Terms (Part I of the GTC);

1.2.2. Special Terms for the purchase of Physical Products and Vouchers (Part II of the GTC); and

1.2.3. Special Terms for the Purchase of Digital Music Recordings (Part III of the GTC).

1.3. The entire agreement between Berlin Phil Media and the Customer results solely from these GTC and the Order Confirmation. Deviating, conflicting or supplementary provisions of the Customer do not apply. They shall not apply even if Berlin Phil Media does not expressly object to their inclusion. The contractual language is German.

1.4. Some provisions of these GTC only apply if the Customer is either a consumer within the meaning of section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) or an entrepreneur within the meaning of section 14 BGB. The customer is a consumer if he concludes the contract with Berlin Phil Media for a purpose that is predominantly outside the consumer’s trade, business or profession. An entrepreneur is a natural or legal person or a partnership with legal personality who or which, when concluding a legal transaction, acts in exercise of their trade, business or profession. Berlin Phil Media will expressly point out any limitation of applicability in the individual case.

1.5. This GTC can be viewed and saved as a PDF at https://www.berliner-philharmoniker-recordings.com/content/agb_en_20260807.pdf. The Customer is entitled to print out the GTC.

2. Registration, Customer Account, Access

2.1. The Customer may place an order as guest or register as Customer and create a customer account (hereinafter “**Customer Account**”). Registration is mandatory for the purchase of Digital Music Recordings by way of download. Registered Customers can view the ordering process and order status in the Customer Account and place future orders faster and more easily.

2.1.1. Registration takes place during the first order. Customers who already have a Digital Concert Hall user account may use the existing master data stored there to create the Customer Account. All other Customers will be requested during registration to register anew by entering their data (e.g. name, address, email address).

2.2.2. After registration the Customer receives an email confirming the registration (hereinafter “**Registration Confirmation**”). The contract between the Customer and Berlin Phil Media on the use of the Customer Account for orders (hereinafter “**User Agreement**”) is concluded upon receipt of the Registration Confirmation. The contract text (Registration Confirmation and GTC) is stored by Berlin Phil Media but will not be made available again to the Customer online for viewing or retrieval.

2.3. The Customer warrants that all data provided by him during registration and when placing an order are accurate and that the Customer has not used data of any third party. The Customer undertakes to notify Berlin Phil Media of any changes to the data without undue delay. The Customer must not pass on his password to third parties, must keep it secret and must change it without undue delay if the Customer becomes aware of any misuse or only suspects or fears such misuse. The Customer shall be liable for all damage caused by third-party use of the Customer Account, unless he is not responsible for such third-party use.

2.4. The Customer Account is not transferable.

2.5. Berlin Phil Media reserves the right to delete Customer Accounts that have not been used for an extended period of time.

3. Orders, Conclusion of Contract

3.1. The presentation and advertisement of the Products do not constitute a binding offer to conclude a contract of sale, but merely an invitation to the Customer to submit the Customer’s own offer to Berlin Phil Media (invitatio ad offerendum).

3.2. To order a Product the Customer first selects the Product by clicking the “Add to cart” button. This process does not constitute a contractual offer. The desired Product is merely booked in the shopping cart. Clicking the “Proceed to Checkout” button in the shopping cart is likewise non-binding. The Customer then enters his order details (invoice address, delivery address, delivery type, type of payment etc.).

3.3. The Customer only makes a binding offer to conclude a contract of sale by clicking the button “Order with obligation to pay”. Before placing the order, the content of the order is displayed to the Customer once again. The Customer can review and correct his data before submitting the order by using the “edit” function.

3.4. Upon receipt of the order the Customer receives an automatically generated email from Berlin Phil Media confirming receipt of the order and its content. This receipt confirmation does not constitute acceptance of the contract.

3.5. Berlin Phil Media may accept the Customer's offer to conclude a contract of sale within five (5) days. The contract is concluded only:

3.5.1. upon receipt by the Customer of an individual confirmation of acceptance of the Customer's offer by Berlin Phil Media by email (hereinafter "**Order Confirmation**"), or

3.5.2. by delivery of the ordered Products or by making the ordered Products available for download.

If several of the above alternatives occur, the contract is concluded at the time at which one of these alternatives occurs first. The period for acceptance of the offer begins on the day following the submission of the offer by the Customer and ends upon expiry of the fifth day following submission of the offer. If Berlin Phil Media does not accept the Customer's offer within this period, the offer is deemed rejected and the Customer is no longer bound by his offer.

3.6. If Berlin Phil Media realises while processing the order that the Product ordered by the Customer is not available despite a careful inspection of the stock and for reasons beyond the control of Berlin Phil Media, the Customer will be informed of this immediately by email and the contract is not concluded. If Berlin Phil Media has already accepted the Customer's offer by sending an Order Confirmation, Berlin Phil Media shall be entitled to revoke the agreement. Any payments made will be reimbursed immediately.

3.7. Information regarding the statutory right of withdrawal can be found in the Special Terms in Parts II and III of these GTC.

3.8. The contract text (Order Confirmation and GTC) is stored by Berlin Phil Media after conclusion of the contract and transmission to the Customer but is no longer accessible online to the Customer.

3.9. Berlin Phil Media will only enter into contractual relationships with full-aged persons who are legally competent.

4. Voucher Terms

4.1. In the Recordings Shop Berlin Phil Media sells Vouchers for the Digital Concert Hall.

4.2. Vouchers can only be redeemed in the Digital Concert Hall and only after prior registration as a Digital Concert Hall customer.

4.3. A Voucher may only be used to purchase time-limited access for the duration for which the Voucher has been issued.

4.4. Vouchers can only be redeemed once.

4.5. Purchased Vouchers shall be valid for three (3) years.

4.6. If, after redemption of a purchased Voucher, the agreement on the use of the streaming services is rescinded for any reason whatsoever, Berlin Phil Media shall issue a new Voucher to the customer corresponding to the Voucher originally issued. This shall not apply if the Customer has exercised his right of withdrawal and Berlin Phil Media is entitled to compensation for value due to use already made. In such case the Customer will receive a new Voucher for time-limited access shortened by the duration of use already at the time of withdrawal.

4.7. Vouchers are transferable.

4.8. The resale of Vouchers for commercial purposes as well as unauthorised use of Vouchers for advertising purposes is expressly prohibited.

5. Payment

5.1. The purchase price and the delivery costs are to be paid two (2) weeks as of receipt of the Order Confirmation at the latest.

5.2. Payment can be made in different ways.

5.2.1. If the Customer chooses payment by **credit card**, the Customer may enter the Customer's credit card details during the order process in the Recordings Shop and complete the order process. The payment transaction is carried out after conclusion of the contract and after authorisation of the Customer as legitimate card holder by the Customer's credit card company upon request by Berlin Phil Media and the credit card will be charged.

5.2.2. If the Customer chooses **PayPal** as payment method, the Customer must open a PayPal account or already have such an account in order to pay the purchase price. During the order process the Customer will be forwarded to the website of PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "**PayPal**"). The Customer will be requested to legitimise themselves with the Customer's access data, to authorise payment to the seller and to complete the order process. The Customer will then be redirected to the Recordings Shop where he can complete the order process. The payment transaction is carried out by PayPal after conclusion of the contract and the Customer's PayPal account will be debited.

5.2.3. If the customer chooses **direct debit** as payment method, the Customer grants a direct debit mandate when confirming the payment instruction. After conclusion of the contract Berlin Phil Media will instruct the Customer's bank to execute the payment transaction by submitting the direct debit mandate. Direct debits are executed by means of the COR1 procedure, i.e. direct debits will be executed at a delivery deadline of one banking day if the Customer's bank supports that option. In such case the prenotification deadline is reduced to one day. If the Customer's bank does not support that option, initial direct debits are executed at a delivery deadline of five (5) banking days and follow-up direct debits at a delivery deadline of two (2) banking days. The prenotification deadline is reduced to five (5) banking days for initial direct debits and – if necessary – to two (2) banking days for follow-up direct debits. The Customer shall provide for sufficient funds on the Customer's account.

5.3. Berlin Phil Media reserves the right, in individual cases, not to offer certain payment methods or to refer the Customer to other payment methods. The payment methods available for the order will be displayed to the customer before the start of the order process.

5.4. If the Customer is in default with payments, Berlin Phil Media is entitled to charge interest to the amount of 5 percentage points over the basic rate of interest. Berlin Phil Media reserves the right to claim further damages.

5.5. The Customer may set off his claims against Berlin Phil Media's payment claim only if the Customer's claims are undisputed by Berlin Phil Media or have become legally final. This does not apply if the Customer asserts notices of defects or counterclaims arising from the same contract of sale.

5.6. The Customer may only exercise a right of retention if his counterclaim bases on the same contractual relationship.

6. Warranty

6.1. Berlin Phil Media does not warrant the functionality of the internet connection or of the device used by the Customer for downloading Digital Music Recordings. Technical malfunctions within the scope of Berlin Phil Media's responsibility will – if appropriate and (technically) possible – be resolved promptly.

6.2. We expressly point out that the use of the Recordings Shop entails risks. In particular, this concerns risks resulting from theft of passwords as well as manipulation, hacking and other forms of unauthorised disclosure of customer data. Berlin Phil Media will undertake reasonable efforts to minimise such risks. This does not create any assumption of liability. The use of the Recordings Shop therefore takes place at the Customer's own risk.

6.3. Maintenance work, upgrades or updates, errors or "bugs" as well as other causes or circumstances may result in interruptions or malfunctions of the operation of the Recordings Shop. We will resolve technical malfunctions promptly within the scope of technical possibilities.

6.4. In all other respects Berlin Phil Media's liability for defects in products shall be governed by statutory provisions. The limitation period for statutory warranty claims is two years from the Customer's receipt of the Physical Product or, in the case of Digital Music Recordings, from the date they are made available for download by Berlin Phil Media. Any additional guarantee only exists if expressly stated in the Recordings Shop.

7. Limitation of Liability

7.1. Berlin Phil Media shall be liable without limitation for damages due to intent or gross negligence by Berlin Phil Media, its legal representatives or persons that Berlin Phil Media uses to perform its obligation [„Erfüllungsgehilfen“]. In case of simple negligence, Berlin Phil Media is only liable for the violation of obligations that are material to the Customer and upon which the Customer reasonably relies (cardinal duties [„Kardinalpflichten“]), if Berlin Phil Media, based on the facts known at contract conclusion, typically had to expect the damages. Any further liability – including the liability for persons employed in performing an obligation [„Erfüllungsgehilfen“] and vicarious agents [„Verrichtungsgehilfen“] – shall be disclaimed.

7.2. The exclusion and limitation of liability agreed upon in cl. 7.1. shall not apply in case of injury to life, body and health, with regard to non-conformity of Products if Berlin Phil Media has given a guarantee for the quality of the Product or in case Berlin Phil Media fraudulently concealed the defect of the Product. Liability under the Product Liability Act shall remain unaffected.

8. Customer Service

Berlin Phil Media's customer service is available to the Customer for queries by email at help@berliner-philharmoniker-recordings.com during Berlin Phil Media's business hours.

9. Data Protection

When processing the Customer's personal data Berlin Phil Media observes the applicable statutory provisions. Further information is contained in the privacy policy, which is available in the version currently enforced under <https://www.berliner-philharmoniker-recordings.com/privacy-policy>.

10. Consumer Arbitration

Berlin Phil Media is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration bodies.

11. Applicable Law

These GTC and the contractual relationship between Berlin Phil Media and the Customer shall be governed by the laws of the Federal Republic of Germany. The Convention on Contracts for the International Sale of Goods shall not apply. If the Customer is a consumer and has his habitual residence in another country, the application of mandatory legal provisions of that country shall remain unaffected by the choice of law set out in sentence 1.

12. Amendments

Berlin Phil Media has the right to amend, adjust or supplement these GTC at any time, unless material stipulations of the contractual relationship (in particular main performance obligations, term, cancellation) and this cl. 12. are concerned. Such amendments are necessary, inter alia, in case of regulatory gaps arising after conclusion of the contract (e.g. by changes in the law or court decisions deeming General Terms and Conditions void). The Customer will be notified of such amendments in textual format ["Textform"], e.g. by email, at least six (6) weeks before taking effect. The amendments are deemed to be approved by the Customer if the Customer does not object within six (6) weeks after notification. If the Customer objects, the amendments do not become part of the agreement, and the User Agreement remains unchanged. Berlin Phil Media will expressly point to the possibility of objecting and compliance with the six-week term. The right of cancellation remains unaffected.

13. Miscellaneous

13.1. Any changes and supplements to these GTC shall require textual form ["Textform"] to be effective.

13.2. Should any provision of these GTC be invalid, this shall not affect the validity of the remaining provisions.

13.3. Where legally permissible, the exclusive place of jurisdiction for all disputes between the Customer and Berlin Phil Media arising from or in connection with the use of the Recordings Shop and orders shall be Berlin, Germany, if:

13.3.1. the Customer is a merchant, a legal person under public law or a special fund under public law having its registered office within the territory of the Federal Republic of Germany, or

13.3.2. the customer is an entrepreneur having his registered office outside the territory of the Federal Republic of Germany.

14. Provider Identification

The contact information of Berlin Phil Media is:

Berlin Phil Media GmbH,
represented by its managing directors Olaf Maninger und Marcus Forchner
Leipziger Platz 1
10117 Berlin

Commercial Register Number HRB 113690
Commercial Register Court: Berlin Charlottenburg

Email: help@berliner-philharmoniker-recordings.com
Tel.: +49 (0)30 206 246 936

II. Special Terms for the Purchase of Physical Products and Vouchers

1. Right of Withdrawal

1.1. If the Customer is a consumer, the Customer has a right of withdrawal in accordance with statutory provisions.

1.2. If the Customer, as consumer, exercises his right of withdrawal under Part II cl. 1.1. of these GTC, the Customer shall bear the regular costs of returning the goods.

1.3. In all other respects, the provisions contained in the following instructions on withdrawal [„Widerrufsbelehrung“] apply to the right of withdrawal.

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or (in the case of a contract relating to multiple goods ordered by you in one order and delivered separately) of the last good.

To exercise the right of withdrawal, you must inform us (Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, Tel.: +49 (0)30 206 246 936 help@berliner-philharmoniker-recordings.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. You can also exercise your right of withdrawal online at <https://rec-withdrawal.paperform.co/>. If you use this online feature, we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us or Ancla Logistik GmbH, Dillfeld 22, Tor 27, 35576 Wetzlar, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, help@berliner-philharmoniker-recordings.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(*)Delete as appropriate.

No right of withdrawal exists with regard to the purchase of the following products: (1) contracts for the delivery of audio and video recordings or computer software (e.g. CDs, DVDs and video cassettes) in sealed packaging if the seal has been removed after delivery, and (2) contracts for the delivery of newspapers, journals and magazines, except subscription contracts.

Download/print instructions on withdrawal as PDF

2. Delivery

2.1. Berlin Phil Media generally delivers products worldwide. However, in particular with deliveries to certain countries (e.g. to Ukraine, Lebanon, Israel and parts of the Middle East), restrictions, longer delivery times or increased effort may occur. Whether we currently offer delivery to a specific country and which particularities apply can be found by Customers in our service section under <https://www.berliner-philharmoniker-recordings.com/service/>, in the currently valid overview "Payment and Shipping". If deliveries to a specific country are temporarily not possible, this country will be indicated accordingly in the overview. We cannot accept orders from such countries or may have to cancel them.

2.2. The Product is delivered by Berlin Phil Media's shipping service to the delivery address stated by the Customer. Berlin Phil Media is entitled to partial delivery as far as it is reasonable.

2.3. Berlin Phil Media indicates the delivery period for the respective Product before the Customer places the order in the Recordings Shop. If no such indication is given, the delivery period is approximately five (5) working days, unless otherwise agreed. The period begins upon conclusion of the contract.

3. Prices, Delivery Costs

3.1. All price indications in the Recordings Shop are gross prices including statutory VAT and are exclusive of delivery costs.

3.2. Delivery costs are calculated separately. An overview of the delivery costs is available via a link embedded in the product presentation.

3.3. Before the Customer places the order, the total price of the order including VAT and delivery costs is shown to the Customer.

3.4. In case of deliveries to countries outside the European Union, further costs may arise in individual cases, which shall be borne by the Customer. Such costs include, for example, costs for the transfer of money by banks (e.g. bank transfer fees, exchange rate fees) or import duties and taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of money even if the delivery does not take place to a country outside the

European Union but the Customer makes payment from a country outside the European Union.

4. Reservation of Title

The Products remain the property of Berlin Phil Media until the purchase price has been fully paid.

III. Special Terms for the Purchase of Digital Music Recordings

1. Right of Withdrawal

1.1. If the Customer is a consumer, the Customer has a right of withdrawal in accordance with statutory provisions.

1.2. The right of withdrawal expires if Berlin Phil Media (by making the Digital Music Recording available for download) has commenced performance of the contract after the Customer has expressly agreed that Berlin Phil Media will begin performance of the contract before expiry of the withdrawal period and the Customer has confirmed their knowledge that the Customer will lose his right of withdrawal upon commencement of performance of the contract.

1.3. In all other respects, the provisions contained in the following instructions on withdrawal [„Widerrufsbelehrung“] apply to the right of withdrawal.

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract

To exercise the right of withdrawal, you must inform us (Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, Tel.: +49 (0)30 206 246 936 help@berliner-philharmoniker-recordings.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. You can also exercise your right of withdrawal online at <https://rec-withdrawal.paperform.co/>. If you use this online feature, we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not

later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, help@berliner-philharmoniker-recordings.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(*)Delete as appropriate.

Download/print instructions on withdrawal as PDF

2. Prices, Delivery Costs

2.1. All price indications in the Recordings Shop are gross prices including statutory VAT.

2.2. Before the Customer places the order, the total price of the order including VAT is shown to the customer.

2.3. In case of payments from countries outside the European Union, further costs may arise in individual cases, which shall be borne by the Customer. Such costs include, for example, costs for the transfer of money by banks (e.g. bank transfer fees, exchange rate fees). Such costs may also be incurred in relation to the transfer of money even if the delivery does not take place to a country outside the European Union but the Customer makes payment from a country outside the European Union.

3. Provision, Rights of Use

3.1. Berlin Phil Media provides Digital Music Recordings to the Customer, including as a package together with physical image and sound carriers (hereinafter **“Product Package”**).

3.2. Information regarding the characteristics and functioning of the Digital Music Recordings and the download, including information on interoperability and compatibility with hardware and software, can be found by the Customer in the Recordings Shop.

3.3. When purchasing a Product Package, a card containing a link to the Product and an individual online code is enclosed with the physical image and/or sound carrier.

3.3.1. The customer accesses the Product via the link and enters this online code during the order process (see Part I cl. 2. of these GTC), which reduces the purchase price to € 0.00, and completes the order using the “Voucher” payment method.

3.3.2. The online code may solely be used by the registered Customer. The registered Customer must not pass on the online code to third parties. The Customer is required to keep the online code secret. The Customer will notify Berlin Phil Media if the Customer knows or suspects that the online code has been misused. The registered Customer is liable for all damages originating from the use of the code by third parties, unless the Customer is not responsible for such misuse.

3.3.3. Berlin Phil Media is entitled to block the online code if there are specific indications that the registered Customer violates his duty of care as set out in Part III cl. 3.3.2. of these GTC. Berlin Phil Media will duly take into account the interests of the Customer and those of Berlin Phil Media. If Berlin Phil Media blocks an online code, Berlin Phil Media will inform the Customer thereof in textual form, e.g. by email.

3.4. The Digital Music Recording is made available to the registered Customer in his user account under the section “My Downloadable Products” for a period of three (3) months for download. The download can be repeated any number of times during this period.

3.5. Berlin Phil Media grants access to the Digital Music Recording immediately after conclusion of the contract.

3.6. Providing the internet access that is necessary to download is not subject of the agreement between the Customer and Berlin Phil Media.

3.7. By downloading a file the Customer acquires the non-exclusive, non-transferable, non-sublicensable, revocable right to use the purchased music file for private, non-commercial purposes, including the right to save the file to the hard drive of the Customer’s computer, to export the file and to burn it onto storage media (CD, DVD). Any exceeding reproduction, distribution, rental, making available to the public, public performance, broadcasting and repeated broadcasting of the file is prohibited unless a respective use is permitted by compelling law. The Customer must not cut, share, rearrange, reduce or enlarge the file, combine the file with other works or edit it in other ways and/or exploit it.