

General terms and conditions

1. Inclusion of the GTC

(1) Radiosphere provides services in the field of media monitoring and media analysis exclusively based on these General Terms and Conditions (GTC). They are an agreed component of all orders placed with Radiosphere. Details about the scope of the services result from the respective service contract and these General Terms and Conditions.

(2) These General Terms and Conditions extend to all service contracts which are concluded or have been concluded with the Client, its subsidiaries or successor companies.

2. Services

(1) The object of the contract is the agreed service, not the achievement of a specific economic success. The decision on the exact way this service is to be provided shall be made by Radiosphere.

(2) Radiosphere is entitled to engage subcontractors to perform the service.

3. Obligations of the customer to cooperate

(1) The customer is obliged to support Radiosphere or its subcontractors in the performance of the services to the best of its ability. The customer shall ensure that all its required cooperation services or those of its vicarious agents are provided in good time, to the required extent and free of charge for Radiosphere.

(2) If the customer does not sufficiently fulfil his obligation to cooperate in the agreed manner, he must bear the resulting consequences, such as additional expenditure or delay, and compensate Radiosphere for all damages arising from this. During this time Radiosphere is released from the obligations arising from the respective service contract and these General Terms and Conditions.

4 Responsibility for contents

Radiosphere merely grants the customer access to content and information provided by other providers. The content that can be accessed via the internet is - unless expressly stated otherwise - not offered by Radiosphere but by third parties and for which Radiosphere is responsible. Accordingly, Radiosphere assumes no responsibility for the contents of this website in accordance with §§ 7 ff. Telemediengesetz (TMG). Radiosphere assumes no liability for the legality, quality and topicality of the contents offered by third parties and retrieved by the customer as well as their use by the customer. The customer is solely responsible for the use of the retrievable content and its use.

5. Remuneration

(1) The amount of remuneration results from the service contract. Unless otherwise agreed, all prices quoted are exclusive of travel costs, expenses and statutory value added tax.

(2) All remunerations shall be due for payment without deduction on the date specified in the invoice.

(3) Radiosphere is entitled to charge interest from the due date at a rate of eight (8) per cent above the base rate applicable at the time unless the customer proves that Radiosphere has actually incurred only a lesser loss. Section 288 (4) of the German Civil Code (BGB) shall apply.

(4) Price changes are possible at any time and will be communicated to the customer by Radiosphere. The contract will continue to exist at the amended conditions after the end of the billing period following the notification. In the event of a significant price increase, the customer has the option to terminate the contract in writing with effect from the increase period.

6. Warranty

(1) If the services provided by Radiosphere are faulty, Radiosphere will correct the fault, provided that the customer fulfils his obligations to cooperate according to 3. within a period of 8 days after delivery. Restrictions in the quality of the services due to technical circumstances beyond the customer's control are not considered to be faulty. A claim for rectification does not exist if the customer does not fulfil his duties to cooperate according to 3. within the time limit.

(2) If the correction according to paragraph 1 fails despite two subsequent improvements, the customer may obtain an appropriate reduction of the remuneration within one year after receipt of the service. In the case of continuing obligations, the reduction may only be claimed for the future. A retroactive reduction is excluded.

(3) Radiosphere does not assume any further warranty, in particular for the completeness of the delivered data or results.

(4) For deliveries by electronic tools and internet services, the software product and the documentation relating thereto are made available to the customer without warranty of any kind, either express or implied.

(5) In the event of disruptions to the delivery that are not related to the service, Radiosphere has the right to rectify the fault within 24 hours of receipt of the customer's error message, without warranty claims being able to be made for this period.

(6) In case of malfunctions of a software product installed at the customer's by Radiosphere, which are due to the software already existing at the customer's, the warranty is excluded.

7. Data protection

(1) Radiosphere undertakes to comply with the statutory provisions on data protection, in particular the German Data Protection Regulation (DSGVO), the German Telecommunications Act (TKG), the German Telemedia Act (TMG).

(2) Personal data of the customer shall only be collected, processed, used or transmitted to third parties if the person concerned has consented or if the DSGVO, TKG, TMG or any other legal provision so orders or permits.

(3) For all information in connection with the use of personal data at Radiosphere, we refer to our separate [data protection declaration](#).

8. Copyrights

(1) All exploitation rights to the services provided by Radiosphere are reserved. Reproductions thereof are only permitted within the legal framework or based on a special agreement, insofar as they are not made for the customer's personal or other own use within the framework of § 53 UrhG.

(2) Documents supplied to the customer by Radiosphere are, irrespective of the respective carrier medium, only intended for private or other personal use in accordance with § 53 UrhG (German Copyright Act).

9. Exemption

(1) The customer shall be liable for the contents transmitted by him.

(2) If the customer violates the rights of third parties because of a violation of the regulations of 4. or if he violates legal regulations through content or information transmitted by him, he indemnifies Radiosphere from all claims of third parties and compensates Radiosphere for the damage incurred.

10. Liability

(1) Radiosphere is only liable for damages to entrepreneurs, except in the case of a breach of essential contractual obligations, if and insofar as Radiosphere, its legal representatives, executive employees or other vicarious agents are guilty of intent or gross negligence. In the event of a breach of material contractual obligations, Radiosphere is liable for any culpable conduct of its legal representatives, executive employees or other vicarious agents.

(2) Except in the case of intent or gross negligence on the part of legal representatives, executives, or other vicarious agents of Radiosphere, liability is limited to the amount of damage typically foreseeable at the time of conclusion of the contract. Liability for compensation for indirect damage, for loss of profit, only exists in the case of intent or gross negligence on the part of legal representatives, executives, or other vicarious agents of Radiosphere. Liability is excluded for the customer's lost profits, savings not made by the customer, indirect damage, consequential damage caused by defects as well as damage caused by the customer's irregular behaviour in accordance with 3. or 4. of these GTC.

(3) Radiosphere's liability towards entrepreneurs is, without prejudice to the limitation of liability in paragraph (2), in any case limited to the amount that the customer has paid for the service or, in the case of continuing obligations, must pay for the duration of a calendar year.

(4) Radiosphere is not liable for damages resulting from force majeure, which are in particular operational disruptions and gaps in Radiosphere's information sources caused by natural events, acts of war, tariff disputes and similar events.

11 Term and termination

(1) The service contract shall commence on the date specified therein. If no date has been specified, it shall commence on the working day following the signature of the last party in time.

(2) The service contract can be terminated by the parties for good cause. Radiosphere is entitled, among other things, to terminate without notice if the customer is more than one month in arrears with the payment of a due fee.

12. Other provisions

(1) No verbal ancillary agreements have been made. Amendments and supplements to these terms and conditions must be made in writing.

(2) The transfer of rights and obligations from a service contract to a third party requires the written consent of Radiosphere.

(3) German law shall apply. The place of jurisdiction is Kirchheim unter Teck.

(4) Should individual provisions of the service contract or these General Terms and Conditions be invalid or unenforceable in whole or in part, this shall not affect the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to what the parties intended or would have intended according to the sense and purpose of the contract. The same shall apply insofar as the service contract or the General Terms and Conditions contain a loophole unforeseen by the parties.