

Imprint and terms of use

Preamble

Dthg.de is the internet portal of the German Theatre Technical Association (DTHG).

Owner and responsible for the content of the pages is DTHG Service GmbH.

represented by the managing director: Hubert Eckart

Sales tax ID: DE 212038240

HRB: 13742

Am Hof 28

50667 Cologne

Germany

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The following terms and conditions of use apply.

By using the dthg.de website and the services it offers, the user agrees to the terms and conditions set out below.

1. Service

1.1 dthg.de offers visitors access to its range of information. The password-protected area is also available exclusively to registered members.

Dthg.de accepts no responsibility for the topicality, correctness, completeness or quality of the information provided. Liability claims against dthg.de relating to material or non-material damage caused by the use or non-use of the information provided or by the use of incorrect or incomplete information are excluded unless there is evidence of willful intent or gross negligence on the part of dthg.de. All free offers are subject to change and non-binding. Parts of the pages or the complete publication including all offers and information might be extended, changed or partly or completely deleted by dthg.de without separate announcement.

1.2 Insofar as goods or services are offered via the dthg.de website, any contracts are concluded between the respective member and the prospective buyer of such transactions.

All offers for goods and services made via dthg.de are subject to change. The same applies to requests submitted by members via dthg.de. In this respect, contracts are concluded exclusively by mutual [written] agreement.

1.2.1 Book market Delivery is made on account. The goods remain the property of the seller until full payment has been made. If the customer is a merchant, Bonn is agreed as the place of jurisdiction. Place of performance is Bonn.

1.2.2 Job market: Placing offers in the DTHG job market is free of charge only for companies and public institutions that are members of the DTHG. Personal members and non-members pay 60,- € plus 19% VAT (= 71,40 €) per entry.

Both placing requests and viewing advertisements will continue to be free of charge.

Users are strongly encouraged to always state that they found the offer at dthg.de when applying for job offers or training and further education offers.

1.2.3 Banner advertising :The possibilities and conditions for placing advertising banners on www.dthg.de can be found here. This offer is exclusively for corporate members of the DTHG. Billing takes place at the end of each month.

2. Copyright

2.1 The contents published on the dthg.de website (texts, images, graphics, sound, video and animation files as well as their design as well as HTML, Java, Flash source codes etc.) are protected by copyright, both as an individual performance and as a collection. Any use is subject to the applicable copyright laws as well as other protective laws. dthg.de endeavours to observe the copyrights of the graphics, sound documents, video sequences and texts used in all publications, to use graphics, sound documents, video sequences and texts created by dthg.de itself or to resort to licence-free graphics, sound documents, video sequences and texts. All brand names and trademarks mentioned on the website and possibly protected by third parties are subject without restriction to the provisions of the applicable trademark law and the ownership

rights of the respective registered owners. The mere mention of a trademark does not imply that it is not protected by the rights of third parties. The copyright for published objects created by dthg.de itself remains solely with dthg.de. Any duplication or use of objects such as diagrams, sounds or texts in other electronic or printed publications is not permitted without dthg.de's agreement.

2.2 The contents are only freely available for retrieval on the Internet as intended. Contents of this website may only be reproduced, distributed, modified or made accessible to third parties in any form with the express permission of the DTHG.

2.3 Users are permitted to download and use copyrighted material provided by dthg.de or a third party solely for the intended use, provided this is done within the framework of the applicable legal provisions and these terms and conditions.

You may save and print out our information for private purposes. All rights to the content are held by the DTHG. Therefore, the reproduction of the information and data, in particular the reproduction of texts, parts of texts or images, requires the prior consent of the DTHG.

3. registration conditions

3.1 Certain services within the dthg.de website can only be used after registration. Registration takes place via the website.

3.2 In addition, registration as a guest user (non-member) with a user name and password is possible for use of the forum.

4. User obligations

4.1 Registered members and guest users acknowledge that no content may be published within the input fields provided by dthg.de that could violate the rights of third parties. The member or guest user is solely responsible for the content he/she publishes and irrevocably grants the DTHG the spatially and temporally unrestricted right to use and exploit the content he/she provides. It is the responsibility of the member/guest user to protect their access data from misuse and loss. dthg.de is not liable for any damage caused by the loss or misuse of access data.

4.2 The member/guest user releases the DTHG from any liability for the content he/she transmits. Users disclose personal or business data on an expressly voluntary basis.

4.3 dthg.de is entitled, in the event of good cause such as a breach of the prohibitions set out in 4.1 or non-payment of the fee, not to publish members' content on the website or to remove it from the website and/or to terminate the user relationship without notice.

4.4 Registered Members shall place a link to dthg.de on their own homepage (if available). They shall further endeavor to draw attention to the DTHG within the scope of their possibilities (e.g. in their own publications, in a press release, etc.).

5. Download archive

5.1 Downloading and use of the data and information on dthg.de is always at the user's own risk. dthg.de accepts neither warranty nor liability for any damage, consequential damage or failure that may result from downloading, installing or using the data.

5.2 Despite conscientious editorial checking of all files provided, no liability can be accepted due to incorrectly stated information, in particular with regard to information on the licensing or authorship of the data offered.

5.3 All brands mentioned are brands or trademarks of their respective owners.

6. terms of use for the use of the DTHG logo for company and institution members of the German Theatre Technical Association

A special DTHG logo is offered for use by DTHG company and institutional members in the download area

6.1 Permission of use:

A contractual usage relationship is established between the DTHG and the user of the DTHG member logo. It has the character of a continuing obligation and is linked to the company or institution's membership of the DTHG, but is not limited in time.

6.2 Entitlements: Companies and institutions (i.e. legal entities) which are members according to the statutes §3 of the DTHG and have paid their membership fee are entitled to use the service. If a member does not pay the membership fee or does not pay it by the due date, he/she is in default and loses the right to use the DTHG logo.

Use is restricted to the member company. Parent, subsidiary or affiliate companies are not entitled to use the logo.

6.3 Type of use : The use of the logo is made available to member companies and institutions free of charge. This does not entitle them to use the DTHG logo.

Member companies and institutions are obliged to use the logo only in conjunction with their own logo or sign. In particular, the logo may not be used in isolation. Above all, members must ensure that they only refer to their membership of the DTHG when using the logo. They must also make it clear that advertising with the DTHG logo is based on their own actions and does not imply any action on behalf of the DTHG. Any use that is likely to create such a misleading impression must be refrained from. In this sense, use is also permitted on letterheads, printed matter and websites. Commercial use on advertising media such as T-shirts etc. is not permitted.

Furthermore, the logo may only be used in the design offered in the download area of the DTHG website. Changes or additions of any kind are not permitted.

6.4 Specimen copies:

For any kind of use of the logo, a specimen copy must be sent to the DTHG, Am Hof 28, 50667 Cologne or by eMail: centrale@dthg.de (pdf file).

6.5 Contractual penalty If a member violates these terms of use of the DTHG logo, the DTHG may demand immediate and complete cessation. The printed material shall be destroyed and no distribution shall take place.

If the DTHG suffers damage to its reputation or public image as a result of the misuse, a contractual penalty of € 2000.00 (two thousand) shall be due. Further claims for damages are expressly reserved.

6.6 Termination: In the event that important reasons prevent further use of the DTHG logo by members, the DTHG expressly has the right to terminate use with 4 weeks' notice.

In the event that a member violates the obligations of this usage agreement or the statutes of the DTHG, the DTHG has the right to issue an extraordinary termination with immediate effect.

6.7 Liability: The offer to download the DTHG logo in the download area of the website onto one's own computer may entail the risk of causing damage to the user. The DTHG is expressly not liable for any damage or impairment of functional activity resulting from the download of the logo.

6.8 Place of jurisdiction: Cologne is stipulated as the place of jurisdiction.

6.9 Severability clause : Should the invalidity of a clause of these terms and conditions of use be established at a later date, this shall not result in general invalidity. The contracting parties shall then be obliged to replace the invalid provision with a provision that corresponds to the sense and purpose of the terms of use.

7. Liability

7.1 dthg.de accepts no responsibility towards visitors for the content of the website or for external links, unless any illegal content and links to external websites with illegal content are known to dthg.de and are not removed immediately due to intent or gross negligence. In particular, a prerequisite for liability is that it is technically possible and reasonable for dthg.de to remove the illegal content and links.

7.2 dthg.de does not guarantee the constant and uninterrupted availability of its online information service.

7.3 dthg.de provides this information without any assurance or warranty of any kind, whether express or implied. dthg.de excludes all liability for damage arising directly or indirectly from the use of this website, insofar as this is not due to intent or gross negligence on the part of dthg.de.

7.4 References and links In the case of direct or indirect references to external websites ("links") which lie outside the area of responsibility of dthg.de, a liability obligation would only come into force if the DTHG had knowledge of the content and it would be technically possible and reasonable for it to prevent use in the case of illegal content. dthg.de hereby expressly declares that at the time the links were created, no illegal content was identifiable on the linked pages. dthg.de has no influence on the current and future design, content or authorship of the linked pages. Therefore, dthg.de hereby expressly distances itself from all contents of all linked pages that were changed after the link was created. This statement applies to all links and references set within the own internet offer as well as to external entries via the functions of the content management.

Liability for illegal, incorrect or incomplete content and, in particular, for damage arising from the use or non-use of such information lies solely with the provider of the site to which reference is made, and not with the party who merely refers to the publication in question via links.

Links to dthg.de: You may create links to dthg.de. The condition of such links is that the DTHG

web pages are the sole component of the browser window. Incidentally, the information may not be changed or falsified.

8. rejection and termination

dthg.de reserves the right to refuse registrations, to withdraw access authorisation from members who breach the General Terms and Conditions and to exclude individual participants at any time without giving reasons.

9. Miscellaneous

The use of the dthg.de website and its services, including registration and all actions, toleration or omissions associated with its use, are subject exclusively to German law. dthg.de reserves the right to amend individual provisions of these terms and conditions in the future in compliance with the applicable laws.

The law of the Federal Republic of Germany shall apply exclusively.

Should one or more provisions of these terms of use be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the owner of dthg.de is obliged to replace the invalid provision with a valid one that comes as close as possible in fact and in law to what was originally intended. The same applies in the event of a loophole.

The exclusive place of jurisdiction is Cologne, unless another legally exclusive place of jurisdiction exists.

Privacy policy for dthg.de

Dear visitors, we are pleased that you are visiting our website. We want you to feel safe and comfortable here. The protection of your privacy is very important to us. The following data protection regulations are intended to inform you about our handling of the collection, use and transfer of personal data.

Responsible authority
German Theatre Technical Association
Hubert Eckart
Am Hof 28
50667 Cologne
Germany
gmbh@dthg.de

Usage data

In order to improve the quality and functionality of our websites and in the event of prosecution, we store data on individual access to our pages for statistical purposes. This data record consists of

- the page from which the file was requested
- the name of the file,
- the date and time of the request,
- the amount of data transferred,
- the access status (file transferred, file not found),
- description of the type of web browser used,
- the IP address of the requesting computer

The legal basis for this data processing is Art. 6 para. 1 lit. f General Data Protection Regulation (GDPR) (legitimate interests of the responsible party).

The above-mentioned reasons also constitute the legitimate interest for data processing according to Art. 6 para. 1 lit. f GDPR.

Registration process

You can register on our website. As part of the registration process, we collect and process the following data:

E-mail address, user name, plain name, address.

This data is processed in order to create your user profile, to send you the necessary access data, to settle any costs and to contact you.

The legal basis for processing the data entered during registration is Art. 6 para. 1 lit. a GDPR (consent). Your data will be stored for as long as your profile exists and/or is required for billing reasons (e.g. legal retention periods).

You cannot delete your account independently.

The data will not be transmitted to third parties.

Order process

The following data may be collected as part of the ordering process:

Name, address, bank details.

This data is used exclusively for processing the order and is transferred and stored in accordance with the legal requirements to the companies involved in the payment process (banks, PayPal, etc.). The legal basis for this data processing is Art. 6 Para. 1 b GDPR (contractual obligation).

We offer the following payment methods: Credit card, Paypal, direct debit. For the execution of the payment, the payment data is transmitted to the corresponding payment service providers.

The legal basis for this data processing is Art. 6 Para. 1 b GDPR (contractual obligation).

The buttons of the payment service Stripe are integrated into this website, which is operated by the company

Stripe Payments Europe Ltd

Block 4, Harcourt Centre

Harcourt Road

Dublin

Ireland.

When you access this website, a connection is established with the Stripe servers. Your payment data is stored at Stripe for billing purposes and transmitted to the credit card institutions. You can find more information about the processing of your data by Stripe at <https://stripe.com/de/privacy#translation>.

The legal basis for this data processing is Art. 6 para. 1 lit. b GDPR (contractual obligation) and the user's consent Art. 6 para. 1 lit. a GDPR.

Cookies

We use cookies to improve user guidance. The use of cookies simplifies the use of websites for the user. Certain pages cannot be called up or cannot be called up without errors without their use. These reasons also constitute the legitimate interest for this data processing according to Art. 6 para. 1 lit. f GDPR (the use of cookies for analysis purposes is dealt with in another point). Common browsers offer the setting option to not allow cookies. You can set your browser so that you are informed about the setting of cookies and only allow cookies in individual cases, exclude the acceptance of cookies or activate the automatic deletion of cookies when closing the browser. It is not guaranteed that you will be able to access all functions of this website without restrictions if you make the appropriate settings.

Newsletter

We offer you the possibility of receiving information about new features on our website by newsletter. For this purpose, we only need your e-mail address. If you no longer wish to receive the newsletter at a later date, this is possible by simply unsubscribing by e-mail. The legal basis for the processing of the data after registration for the newsletter by the user is the consent of the user, Art. 6 para. 1 lit. a GDPR. The legal basis for sending the newsletter as a result of the sale of goods or services is Section 7 (3) UWG.

Contact form

You can contact us at any time with questions or suggestions via a contact form. In order to answer your questions or send you feedback, we need the following information: Name, first name and e-mail address. We use this data exclusively for the above-mentioned purposes. The

legal basis for processing the data transmitted in the course of using the contact form or sending an e-mail is Art. 6 (1) lit. f GDPR.

If the e-mail contact is aimed at concluding a contract, the additional legal basis for the processing is Art. 6 para. 1 lit. b GDPR.

Analytics

Jetpack/WordPress.com Stats

This website uses the statistics tool Jetpack (formerly WordPress.com Stats). This programme allows us to statistically analyse visitor traffic to this site. It is operated by Automattic Inc, 60 29th Street #343, San Francisco, CA 94110-4929, USA, using the tracking technology of Quantcast Inc, 201 3rd St, Floor 2, San Francisco, CA 94103-3153, USA.

So-called "cookies" are used (text files that are stored on the user's computer and enable an analysis of the use of the website). The information generated by the cookie about your use of this website is stored on a server in the USA. The IP address is anonymised immediately after processing and before storage. The installation of cookies can be prevented by setting the browser software. However, this may mean that not all functions of this website can be used to their full extent.

You can object to the collection and use of data by Quantcast with effect for the future by setting an opt-out cookie in your browser at this point by clicking on the link "Click here to opt-out": <http://www.quantcast.com/opt-out>. If you delete all cookies on your computer, you must set the opt-out cookie again.

The cookies are stored on the basis of Art. 6 para. 1 lit. f GDPR. The website operator has a legitimate interest in analysing user behaviour in order to optimise both its web offer and its advertising and thus also serves the financing and customer-oriented use, adaptation and updating of the website.

Your rights as a user

a) Right to confirmation

Every data subject has the right to request information as to whether personal data relating to him or her are being processed.

b) Right to information (Art. 15 GDPR)

Every data subject has the right to obtain, free of charge, information about the personal data stored about him or her and a copy of that information.

c) Right to rectification (Art. 16 GDPR)

The data subject shall have the right to obtain from the controller the rectification without undue delay of inaccurate personal data concerning him or her.

d) Right to erasure (right to be forgotten) (Art. 17 GDPR)

Any data subject shall have the right to obtain the erasure without delay of personal data concerning him or her, where one of the grounds referred to in the law applies and insofar as the processing is not necessary.

e) Right to restriction of processing (Art. 18 GDPR)

Every data subject has the right to request the restriction of processing, provided that one of the grounds mentioned by law applies.

f) Right to data portability (Art. 20 GDPR)

Every data subject shall have the right to obtain personal data concerning him or her which has been provided by him or her to a controller in a structured, commonly used and machine-readable format and to transmit such data to another controller without hindrance, provided that the processing is based on consent pursuant to Art. 6(1)(a) DS-GVO or Art. 9(2)(a) DS-GVO or on a contract pursuant to Art. 6(1)(b) DS-GVO and the processing is carried out with the aid of automated procedures, unless the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

Furthermore, when exercising the right to data portability pursuant to Article 20(1) of the GDPR, the data subject shall have the right to obtain the direct transfer of personal data from one controller to another controller where technically feasible and provided that this does not adversely affect the rights and freedoms of other individuals.

g) Right to withdraw consent under data protection law (Art. 13 GDPR)

Every data subject has the right to withdraw consent to the processing of personal data at any time if the processing is based on Art. 6 (1) (a) or Art. 9 (2) (a), without affecting the lawfulness of the processing carried out on the basis of the consent until the withdrawal.

h) Right to object (Art. 21 GDPR) Every data subject has the right to object at any time, on grounds relating to his or her particular situation, to the processing of personal data concerning him or her which is carried out on the basis of Art. 6(1)(e) or (f) DS-GVO. If personal data are processed for the purposes of direct marketing, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, including for profiling purposes, insofar as it is related to such direct marketing.

i) Automated decisions in individual cases including profiling (Art. 22 GDPR)

Every data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her, unless the decision is

(1) is not necessary for the conclusion or performance of a contract between the data subject and the controller; or

(2) is authorised by Union or Member State law to which the controller is subject and that law contains suitable measures to safeguard the rights and freedoms and legitimate interests of the data subject; or

(3) is carried out with the explicit consent of the data subject.

In the cases mentioned in (1) and (3), reasonable steps are taken to safeguard the data subject's rights and freedoms and legitimate interests, which include at least the right to obtain the intervention of a data subject on the part of the controller, to express his or her point of view and to contest the decision.

Duration for which the personal data is stored

The criterion for the duration of the storage of personal data is the respective legally prescribed retention period. After expiry of the period, the corresponding data is routinely deleted if it is no longer required for the fulfilment or initiation of the contract.

Other data

We store the following additional data for the following purposes:

Data in connection with your membership of the DTHG or as a customer of the book market and job market.

The data will not be passed on to third parties.