

# § Terms of Use

## **1. Scope**

The product is a streaming platform on which videos can be viewed online. The platform is operated by

Sächsischer Kinder- und Jugendfilmdienst e.V.  
Neefestraße 99  
09119 Chemnitz  
Deutschland

represented by the managing director Michael Harbauer

Web: [ff-schlingel.de](http://ff-schlingel.de)

Email: [info@kinderfilmdienst.de](mailto:info@kinderfilmdienst.de)

Usage of the platform is subject to the application of these terms of use (status: 15/06/2020). Differing terms of use do not apply.

## **2. Use of the film offering**

In principle, the platform can be reached via the Internet and the calling up of the individual pages does not require registration. In order to use the video offer, registration and the purchase of a subscription is required. After successful login with e-mail address and password, the entire video offer can be used without restrictions within the scope of the subscription, if necessary taking into account the age rating of individual films.

## **3. Obligations of the user**

The user may not hand over their password to third parties and must keep it protected from access by third parties. If there is reason to suspect that unauthorised persons have gained knowledge of the password, the user must immediately request a new password.

Using the streaming service requires that the user have an internet connection through any provider. A DSL broadband internet connection with a download speed of at least 2,000 Kbit/s and a flat rate tariff are recommended. Bandwidths below this recommendation may lead to waiting times or interruptions. Additional costs, which will be invoiced by the internet provider, may arise for the use of VoD services depending on the provider and tariff of the internet connection used, especially in the case of time or volume tariffs.

It is the user's responsibility to ensure that their device meets the necessary system requirements for playing the videos and that the internet connection has the necessary speed. The user may not post any illegal, racist, sexist, pornographic, discriminatory, defamatory or insulting content when submitting comments. Kinder- und JugendfilmDienst reserves the right to review and release the content as well as delete it.

#### **4. Rights of use**

The titles made available to the user on the platform are protected by law, in particular by copyright and ancillary copyrights. Upon successful login, the user receives a private right of use, i.e. the non-exclusive, non-sublicensable right to view the acquired titles as a stream via the internet.

Commercial use of the acquired titles is prohibited. The user may not misuse the platform; in particular, they may use the accessed content exclusively for private screenings for non-commercial purposes. They may not publicly present, make publicly accessible, send, edit, reproduce, distribute, market, publicly reproduce, advertise, support such uses or otherwise use the retrieved content in any form outside the contractually agreed purpose. They may only use the retrieved content in compliance with national and international copyright law within the scope of the rights of use granted by these terms and conditions and may not reproduce the content; they may not remove or change copyright and proprietary notices for the content. The user must protect the content from any use by unauthorised persons and from other misuse. They may only present, have presented or otherwise make accessible to children or adolescents such content that is open for the respective age group.

Streamed film files may not be copied by the user. To protect against illegal copies, the streams are therefore protected using appropriate measures. Circumventing these protective measures is not permitted and doing so may lead to prosecution.

#### **5. Breach of duties by the user**

Kinder- und JugendfilmDienst shall not be liable for damages resulting from a breach of duty for which the user is responsible and which could have been prevented by adhering to the duties.

The user is personally and directly liable to third parties for the violation of their rights. In the case of justified claims by third parties due to such an infringement, the user is obliged to indemnify Kinder- und JugendfilmDienst unless they can prove that they are not responsible for the breach of duty causing the damage.

#### **6. Privacy Policy**

The platform is subject to the German Data Protection Act.

## **7. Protection of minors**

On our portal, we offer films that have received different age ratings from the Freiwillige Selbstkontrolle der Filmwirtschaft (FSK). To ensure compliance with the requirements of the Interstate Treaty on the Protection of Minors in the Media (JMStV), registration on our portal is only possible by stating the date of birth. If the age falls below the age rating of the FSK for a film, the film cannot be played by the user. You can also enter a PIN in your customer account. Films from FSK 18 and above can then only be played by entering the PIN.

## **8. Warranty / liability**

By providing performance data or other descriptions of the platform's services, Kinder- und Jugendfilmdienst does not guarantee the quality of the services. This applies in particular to the quality of the films, which vary depending on the source material received by Kinder- und Jugendfilmdienst from the licensors (e.g. due to poor scanning of an original film reel).

## **9. Changes to the Terms of Use**

Kinder- und Jugendfilmdienst reserves the right to change the terms of use from time to time. These amendments shall enter into force immediately.

## **10. Other provisions**

The law of the Federal Republic of Germany shall apply.

Should individual parts of these terms of use be or become invalid or void, this shall not affect the validity of the remaining terms of use.