

Terms of Service

for Music Editing and Production

V2026.3

EFFECTIVE: AUGUST 23, 2026 · REPLACES V2026.2 OF AUGUST 1, 2026

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§ 1 Scope and Subject Matter

- (1) These Terms of Service (hereinafter "Terms") apply to all contracts between Oriano Medde, operating under the brand "Showmusik" (hereinafter "Service Provider"), and the respective client (hereinafter "Client") for services in the field of audio editing and music production.
- (2) The subject matter of the service is the individual editing of audio material on behalf of the Client. This may include, but is not limited to, editing and restructuring recordings, adding production elements, sampling and remixing, and mixing multiple recordings. The fee relates exclusively to the editing service. No sale of music or copyrights takes place.
- (3) Supplementary or deviating agreements may apply to other services offered by the Service Provider and shall take precedence over these Terms. Individual agreements in the respective quotation shall likewise take precedence over these Terms.
- (4) Deviating terms and conditions of the Client shall not apply, even if the Service Provider does not expressly object to their applicability.

§ 2 Formation of Contract and Quotation Validity

- (1) Quotations by the Service Provider are non-binding. They constitute an invitation to the Client to submit a binding offer.
- (2) The contract is formed upon acceptance of the quotation by the Client. Acceptance may occur through:
 - a) express confirmation in text form (email, messenger, platform confirmation), or
 - b) transfer of the amount stated in the quotation (in full or in part according to the payment terms specified in the quotation).
- (3) Unless otherwise stated in the quotation, quotations are valid for two (2) weeks from the date of issue. Upon expiry, the quotation lapses unless extended in writing by the Service Provider.

(4) The currency and amount stated in the quotation are binding. The Service Provider invoices in EUR, USD, GBP, CHF, CAD, or AUD as specified in the respective quotation.

§ 3 Scope of Services and Client Obligations

- (1) The specific scope of services is defined in the respective quotation. Specifications (length, number of tracks, level of editing) are individually agreed therein.
- (2) Prior to the start of production, the Client shall provide the Service Provider with all necessary information, materials, and specific requirements. The Client is responsible for the timely and complete provision of such materials.
- (3) Unless a separate rush fee has been agreed upon, the production period following commissioning, receipt of payment, and submission of all required materials by the Client is four (4) weeks for the delivery of the first version. Deviating deadlines are specified in the quotation.
- (4) Delays caused by late or incomplete delivery of materials by the Client shall extend the production period accordingly and shall not entitle the Client to damages or contract rescission.
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§ 4 Client Portal

- (1) The Service Provider operates a client portal at app.showmusik.com through which, in particular, order processing, file transfer, invoicing, and communication may be handled. The Client has no claim to use or uninterrupted availability of the portal; the Service Provider may also handle processing by other means (in particular by email).
- (2) Sign-in is passwordless via a sign-in link sent to the Client's email address. Client accounts may require approval by the Service Provider. The Client shall adequately secure access to their email account and shall inform the Service Provider without undue delay upon suspicion of misuse of their account.
- (3) The Service Provider is entitled to further develop, modify, or discontinue the portal, provided that the performance of existing contracts is not impaired thereby.
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§ 5 Payment Terms

- (1) The fee and payment terms are specified in the respective quotation. Unless otherwise agreed in the quotation, the full fee is due prior to the commencement of services. Payment simultaneously constitutes commissioning pursuant to § 2 (2) (b).
- (2) Payments may be made by bank transfer or via the online payment service provider Stripe. The account details and payment links specified in the quotation are authoritative.
- (3) In the event of late payment, the Service Provider is entitled to charge default interest at the statutory rate (§ 288 BGB: 5 percentage points above the base interest rate for consumers, 9 percentage points above the base interest rate for businesses). The right to claim further damages for default remains unaffected.
- (4) The provision of services shall commence only upon full receipt of the advance payment specified in the quotation. The Client may exercise a right of retention only insofar as the counterclaim arises from the same contractual relationship.

§ 6 Cancellation by the Client

(1) The Client may cancel the commission at any time prior to completion. Cancellation must be made in text form.

(2) Upon cancellation by the Client, a cancellation fee shall be payable, the amount of which is determined by the timing of the cancellation in relation to the delivery date. The delivery date agreed in the quotation shall be authoritative; in the absence of such an agreement, the date resulting from § 3 (3) shall apply.

- a) Cancellation one (1) month or more before the delivery date: 25% of the total fee.
- b) Cancellation two (2) to four (4) weeks before the delivery date: 50% of the total fee.
- c) Cancellation less than two (2) weeks before the delivery date: 100% of the total fee.

(3) The Client remains entitled to prove that the Service Provider incurred no damage or significantly lower damage; in that case, the cancellation fee shall be reduced accordingly. The Service Provider remains entitled to prove higher damage.

(4) Payments already made shall be offset against the cancellation fee. If the payment made exceeds the cancellation fee, the difference shall be refunded within fourteen (14) days of receipt of the cancellation notice.

§ 7 Termination by the Service Provider

(1) The Service Provider may terminate the contract for good cause in text form. Good cause exists in particular if:

- a) the Client fails to fulfil its cooperation obligations despite being granted an additional deadline,
- b) the Client is in default of payment despite a reminder, or
- c) circumstances arise that permanently prevent the provision of services.

(2) Upon termination by the Service Provider, a pro rata settlement shall be made based on the work completed to date. The Service Provider shall retain the fee for services already rendered and refund the portion attributable to services not yet rendered within fourteen (14) days.

(3) The Service Provider shall document the progress of work at the time of termination and provide the Client with a statement upon request.

§ 8 Revisions

(1) The scope and number of revision rounds included in the commission are specified in the respective quotation.

(2) Unless otherwise specified in the quotation, the Client is entitled to two (2) free revision rounds following delivery of the first version. The Client shall submit revision requests within fourteen (14) days of receipt of each version.

(3) Revisions do not include fundamental changes to the agreed concept, such as replacing previously agreed tracks or changing the agreed order.

(4) Changes exceeding the agreed scope shall be subject to additional charges. The Service Provider shall submit a separate quotation (hourly or fixed fee) for such changes. Further changes are possible at any time, including after final approval, and shall be treated as a new commission.

(5) Voluntary goodwill services by the Service Provider, in particular revisions outside the deadlines or the agreed scope, are provided without recognition of any legal obligation and do not establish a claim to future goodwill services.

§ 9 Delivery and Acceptance

(1) The delivery process and delivery methods are specified in the respective quotation.

(2) Upon the Client's approval of the final version, the service shall be deemed accepted. No further free changes are possible after acceptance.

(3) If the Client does not respond within fourteen (14) days of delivery of a version (including the first version), the most recently delivered version shall be deemed approved and the service tacitly accepted; unused revision rounds shall lapse.

(4) The Service Provider is not obligated to retain project files and data beyond the agreed service period. Any retention is voluntary and does not establish a claim on the part of the Client.

(5) Only the delivery formats specified in the quotation are owed. Project files, individual tracks (stems), session data, and interim versions are not part of the contract unless expressly agreed otherwise.

§ 10 Rights to Edited Works

(1) Copyright in the edited recordings, insofar as it does not belong to third parties, remains with the Service Provider. Upon full payment, the Client is granted a non-exclusive, perpetual licence to use the edited recordings for the purpose agreed in the quotation, in particular for live performances, rehearsals, and competitions. The licence covers use within the Client's organisation (for example by multiple teams of the same studio or club).

(2) The Client is entitled to publish video recordings of performances and rehearsals in which the edited recordings are audible on social media platforms for non-commercial purposes, provided the Service Provider is visibly credited (link to or mention of "@showmusik" or "Showmusik"). This permission relates exclusively to the Service Provider's rights in the editing; responsibility for third-party rights, in particular in the underlying musical works and recordings, remains with the Client pursuant to § 15. Any liability of the Service Provider for such publications by the Client is excluded.

(3) Beyond paragraphs 1 and 2, the Client is not entitled to sell, reproduce, publish on streaming platforms (DSPs), sublicense, or distribute the edited recordings to third parties outside its organisation, or to extract or have extracted individual tracks (stems), instrumental, or a cappella versions from them, unless expressly agreed otherwise (cf. § 9 (5)).

(4) The Service Provider retains all commercial exploitation rights in the edited recordings, including the right to digital distribution and publication.

§ 11 Marketing and Usage Rights of the Service Provider

- (1) The Client irrevocably grants the Service Provider the right to use the edited recordings for its own marketing purposes without limitation as to time, territory, or content. This includes, in particular, use on social media platforms, the Service Provider's website, in portfolios, showreels, and promotional materials.
- (2) The Service Provider shall decide at its own discretion whether and in what form the Client's name is mentioned in connection with marketing.
- (3) The Client has no claim to compensation for use pursuant to paragraph 1.

§ 12 Artificial Intelligence

- (1) The Client is not entitled to use the edited recordings, in whole or in part, for the training, development, or improvement of artificial intelligence or machine learning systems, or to permit third parties to do so, unless expressly agreed otherwise in writing.
- (2) The Service Provider is entitled to use industry-standard production tools, including AI-assisted tools, in the course of providing the services. Overall creative and qualitative responsibility for the work result remains with the Service Provider.

§ 13 Warranty

- (1) The Service Provider warrants that the service will be performed with professional skill and care consistent with industry standards.
- (2) The Client shall notify the Service Provider of any defects without undue delay upon discovery, but no later than within the revision period pursuant to § 8 (2), in text form. Claims for defects after acceptance pursuant to § 9 are excluded insofar as the defect was identifiable upon reasonable inspection.
- (3) In the event of a justified defect, the Service Provider shall primarily provide rectification. If rectification fails after two attempts, the Client may demand a reasonable reduction of the fee.

§ 14 Liability and Limitation of Liability

- (1) The Service Provider shall have unlimited liability for damages arising from injury to life, body, or health, as well as for damages caused by wilful misconduct or gross negligence.
- (2) In cases of slight negligence, the Service Provider shall only be liable for breach of material contractual obligations (cardinal obligations). Liability in such cases is limited to the foreseeable, contract-typical damage, but in no event exceeding the fee agreed for the respective commission.
- (3) Any further liability is excluded. This applies in particular to loss of profit, indirect damages, and consequential damages.
- (4) The limitations of liability shall also apply in favour of the Service Provider's vicarious agents.

§ 15 Client's Copyright Responsibility

- (1) The Client warrants that it is entitled to provide the audio files to the Service Provider for editing and that the intended use of the edited recordings does not infringe any third-party rights.
- (2) Where existing music or sounds are used for editing, the Client bears sole responsibility for obtaining all necessary rights, licences, and clearances. The Service Provider's service is limited to the technical and creative editing of the materials provided by the Client.
- (3) The Client shall indemnify and hold harmless the Service Provider against all third-party claims arising from any infringement of copyrights, neighbouring rights, or other rights in connection with the materials provided by the Client or the Client's use of the edited recordings. The Client shall bear all costs incurred by the Service Provider as a result of any such third-party claims, including reasonable costs of legal defence.
- (4) The Service Provider assumes no obligation to verify the legality of the materials provided by the Client.

§ 16 Confidentiality

- (1) Both parties undertake not to disclose confidential information obtained in the course of the contractual relationship to third parties. This includes, in particular, the specific contractual terms, prices, and process details.
- (2) The confidentiality obligation shall not apply to information that is publicly known or becomes publicly known without fault of the receiving party, that was already known to the receiving party prior to disclosure, or that must be disclosed due to a legal obligation.
- (3) The confidentiality obligation shall survive the termination of the contractual relationship.

§ 17 Data Protection

- (1) The Service Provider collects and processes personal data of the Client (name, address, email, telephone number, and, where the client portal is used, the account and order data stored therein) solely for the purpose of contract fulfilment and statutory obligations.
- (2) Payment data is not stored by the Service Provider but is processed exclusively by the payment service provider Stripe Inc. or the respective banking institution.
- (3) Invoice data is retained in accordance with tax law retention obligations (§ 147 AO) for ten (10) years. Project-related communication data (emails, messages) is stored for the duration of the business relationship and for a reasonable period thereafter for documentation purposes.
- (4) The Client has the right to information, rectification, erasure, and restriction of processing of their personal data in accordance with the GDPR. Requests should be directed to info@showmusik.com.
- (5) The processing of personal data is carried out in accordance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). The full privacy policy is available at showmusik.com/privacy.

§ 18 Force Majeure

(1) Neither party shall be liable for non-performance or delayed performance of its contractual obligations to the extent that such non-performance is due to circumstances beyond its reasonable control (Force Majeure).

(2) Force Majeure includes, in particular, natural disasters, pandemics, governmental orders, war, terrorism, strikes, technical failure without fault of the Service Provider (in particular failure of IT infrastructure, cloud services, or storage media), as well as illness or incapacity of the Service Provider.

(3) The affected party shall promptly inform the other party of the occurrence and expected duration of the impediment. If the impediment persists for more than eight (8) weeks, either party shall be entitled to withdraw from the contract. In such case, a pro rata settlement shall be made in accordance with § 7 (2).

§ 19 Breach of Contract by the Client

(1) In the event of a material breach of contract by the Client, the Service Provider may suspend the provision of services and claim damages.

(2) A material breach of contract exists in particular in the case of unauthorised distribution or publication of the edited recordings contrary to § 10, impermissible use pursuant to § 12 (1), violation of the confidentiality obligation pursuant to § 16, or default of payment despite a reminder.

§ 20 Consumer Protection and Right of Withdrawal

(1) These Terms are primarily directed at entrepreneurs within the meaning of § 14 BGB (German Civil Code). Where the Client is a consumer within the meaning of § 13 BGB, the statutory consumer protection rights shall additionally apply, in particular the right of withdrawal for distance contracts (§§ 312g, 355 BGB). Details are set out in the withdrawal instruction annexed to these Terms.

(2) For contracts concerning services, the right of withdrawal shall expire prematurely if the Service Provider has fully performed the service and has commenced performance only after the consumer has given their express consent and simultaneously confirmed their awareness that the right of withdrawal is lost upon full performance of the contract by the Service Provider (§ 356 (4) BGB). Where the subject matter of the contract is the provision of digital content not supplied on a tangible medium, § 356 (5) BGB shall apply accordingly.

(3) By making payment pursuant to § 5 and expressly requesting that editing commence before expiry of the withdrawal period, the consumer consents to the premature commencement of service provision and confirms their awareness of the legal consequences pursuant to paragraph 2.

(4) Consumers may additionally use the electronic withdrawal function pursuant to § 356a BGB available at showmusik.com/withdrawal. Receipt of the withdrawal is confirmed without undue delay on a durable medium.

§ 21 Consumer Dispute Resolution

The Service Provider is neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board (§ 36 VSBG, German Consumer Dispute Resolution Act).

§ 22 Amendments to the Terms

- (1) The Service Provider reserves the right to amend these Terms with effect for future contracts. The current version is available at showmusik.com/terms and bears a version number and effective date.
- (2) For existing contracts, the version of the Terms valid at the time of contract formation shall apply.

§ 23 Final Provisions

- (1) This contract shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of jurisdiction for all disputes arising from or in connection with this contract shall be Munich, provided the Client is a merchant, a legal entity under public law, or a special fund under public law.
- (3) Should any provision of these Terms be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic purpose of the invalid provision (severability clause).
- (4) Amendments and supplements to this contract must be made in text form. This shall also apply to the waiver of this text form requirement.
- (5) The contract language is German or English. The language version in which the individual quotation was issued shall be authoritative. In case of doubt, the German version of these Terms shall prevail.

Annex Withdrawal Instruction for Consumers

Convenience translation of the German statutory model withdrawal instruction. The German version prevails.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (Oriano Medde, Aurbacherstr. 12, 81541 Munich, Germany, email: info@showmusik.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the attached model withdrawal form, but it is not obligatory.

Alternatively, you may submit your withdrawal via our electronic withdrawal function at showmusik.com/withdrawal. We will confirm receipt of your withdrawal without undue delay on a durable medium (e.g. by email), stating the date and time.

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 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.

If you requested that the services begin during the withdrawal period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Premature Expiry of the Right of Withdrawal

The right of withdrawal expires prematurely if we have fully performed the service and have begun performing the service only after you have given your express consent and simultaneously confirmed your awareness that you lose your right of withdrawal upon full performance of the contract by us.

Model Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it to us.)

To: Oriano Medde, Aurbacherstr. 12, 81541 Munich, Germany, email: info@showmusik.com

I/We (*) hereby withdraw from the contract concluded by me/us (*) for the provision of the following service:

Ordered 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.