HUCK media MEDIENAGENTUR

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General Terms and Conditions

As of: 02.11.2026 (version b) · online: www.huck-media.de/en/agb.html

> **English convenience translation for information only. Only the German version is legally binding:** https://www.huck-media.de/agb.html (§ 21(3)).

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§ 1 Provider, scope

(1) These terms apply to all contracts between Huck Media, sole proprietorship (Einzelunternehmen), owner Nicolas Huck, Schlesierweg 19, 77880 Sasbach, Germany, e-mail: nicolas@huck-media.de / info@huck-media.de, phone / WhatsApp: +49 176 43906380, VAT ID: DE313895576 ("Huck Media"), and its clients ("Client"). The name "Huck Media GbR" used in the past is no longer in use.

(2) Huck Media provides services as a media agency in the following areas: graphic design and print, web design and app design, motion design and animation, video and post-production, 3D and VFX, sound design and music, social media and generative AI, and art and concepts. Huck Media also provides clients with a protected online client area ("Kundenordner", client folder) (§ 15).

(3) These terms apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law. They also apply to consumers within the meaning of § 13 BGB, unless individual provisions expressly apply only to entrepreneurs ("entrepreneurs only") or § 22 provides otherwise.

(4) Deviating, conflicting or supplementary terms of the Client only become part of the contract if Huck Media expressly agrees to them in text form. This also applies if Huck Media performs services without reservation while aware of such terms. Deviations from these terms in individual cases require confirmation by Huck Media in text form.

(5) Individual agreements (e.g. in the quotation, order confirmation or briefing) take precedence over these terms.

(6) Entrepreneurs only: these terms, in their current version, also apply to future orders without Huck Media having to refer to them again.

§ 2 Way of working: in writing, no calls

(1) Collaboration takes place in writing, i.e. by e-mail, via the client folder or by WhatsApp message. Phone calls, calls and video conferences do not take place unless expressly agreed ("Briefing in writing, result delivered. No calls.").

(2) Verbal or telephone arrangements are only binding if Huck Media confirms them in text form (§ 126b BGB).

(3) The content and scope of an order are determined by the quotation or order confirmation and the Client's written briefing.

(4) For confidential content, Huck Media recommends using e-mail or the client folder rather than WhatsApp.

§ 3 Conclusion of contract

(1) Prices on Huck Media's website (including the shopping cart, quotation preview and price list under "Leistungen") are non-binding guide values or starting prices ("from" prices) and do not constitute a binding offer. An enquiry via the contact form, shopping cart, e-mail or WhatsApp does not yet constitute a contract.

(2) Based on the enquiry and briefing, Huck Media prepares an individual quotation in text form. Quotations from Huck Media are subject to change (freibleibend) unless expressly designated as binding in text form.

(3) The contract is concluded when the Client accepts the quotation in text form (e.g. by e-mail, via the client folder or by message) and Huck Media confirms the order in text form (order confirmation) or begins performance. Every order is based on a quotation from Huck Media in text form.

(4) Every service is based on a written briefing from the Client. It should include at least: objective and intended use, desired formats and channels, content and texts, brand and corporate design requirements, desired deadlines, the intended scope of use (§ 10) and, where applicable, the exclusion of AI tools (§ 12(2)). If the briefing is incomplete, Huck Media may ask questions; schedules shift accordingly.

(5) Changes to or extensions of the type or volume of the order after conclusion of the contract (change requests) require text form and lead to an adjustment of the agreed fee and deadlines. Huck Media informs the Client of the effects in text form before starting the changed work. The change is only implemented once the Client has agreed.

§ 4 Scope of services, subscription and quota

(1) The scope of services results from the quotation or order confirmation and the briefing. Huck Media does not owe services not mentioned there. Service descriptions on the website (e.g. "per motif", "up to 45 sec.", "implementation/CMS separate", "no finished code", "voice-over fee extra") are for orientation only; the quotation is binding.

(2) Huck Media performs the services within the scope of the briefing at its own creative discretion. Complaints based solely on artistic taste do not constitute a defect.

(3) Huck Media owes the agreed result in the agreed file formats (e.g. PDF, PNG, MP4, ProRes, WebM, WAV). Open working and project files (e.g. Photoshop, Illustrator, After Effects, Premiere, Blender, DAW or Figma files, raw material, prompts) are only handed over if expressly agreed; Huck Media may charge a separate fee for this.

(4) Printing, production, filming, voice-over artists, hosting, domains, programming and CMS implementation, backend integrations and media placements are only part of the service if expressly agreed.

(5) Huck Media may use qualified third parties (e.g. freelancers, voice-over artists, print shops) to perform the contract and remains responsible to the Client for their services.

(6) A legal review of the work results (in particular under trademark, competition, copyright, design or data protection law, e.g. mandatory information on packaging, consent banners or advertising claims) is not part of the service. Approval for publication and legal responsibility for use lie with the Client.

(7) Subscription: if Huck Media offers services as a subscription ("Abo"), the subscription applies to the agreed service category. Individual services in that category are counted against the monthly quota. The scope of the quota and the monthly fee result from the quotation. Unused quota expires at the end of each billing month and is not carried over or refunded. For term and termination, see § 20(2).

§ 5 Client's duties to cooperate

(1) The Client provides Huck Media with all required information, texts, images, logos, videos, audio files, access data and other materials in good time, completely and in a suitable digital format (§ 11).

(2) The Client names a contact person who may answer questions, give feedback and grant approvals. The Client answers Huck Media's questions within 5 working days.

(3) Feedback and correction requests must be submitted collectively, in writing and as specifically as possible (e.g. with timecode, page number or markup).

(4) If the Client fails to meet its duties to cooperate, or fails to meet them in time, agreed deadlines shift accordingly (§ 8). The resulting additional work may be charged separately by effort. Further rights of Huck Media (in particular §§ 642, 643 BGB) remain unaffected.

§ 6 Correction rounds

(1) The agreed price includes 2 correction rounds unless otherwise agreed in the quotation.

(2) A correction round comprises one collected round of feedback from the Client on a presented draft and its implementation by Huck Media. Corrections are changes within the scope of the original briefing (e.g. colours, texts, editing details, positions).

(3) Changes that deviate from the briefing or from already approved interim stages (e.g. a new concept, new direction, new content, other formats or lengths) are not corrections but changes within the meaning of § 3(5).

(4) Additional correction rounds are charged by effort.

(5) Approved interim stages (e.g. moodboard, style frame, storyboard, rough cut, layout) are the binding basis for further work.

§ 7 Acceptance

(1) Where Huck Media owes a work, the Client is obliged to accept the work produced in accordance with the contract. Huck Media delivers the result by e-mail, via the client folder or by download link and requests the Client to accept it. Acceptance takes place in text form. Acceptance may not be refused because of insignificant defects.

(2) Deemed acceptance (entrepreneurs only): the work is deemed accepted if Huck Media, after completion, has set the Client a period of 10 working days for acceptance and the Client has not refused acceptance within this period stating at least one defect (§ 640(2) BGB). The work is also deemed accepted as soon as the Client publishes it without reservation, sends it to print, puts it online or otherwise uses it productively.

(3) If the Client is a consumer, acceptance is only deemed to have taken place after expiry of the same period if Huck Media, together with the request for acceptance, has informed the Client in text form of the consequences of not declaring acceptance or refusing it without stating defects (§ 640(2) sentence 2 BGB).

(4) Partial acceptance of self-contained partial services (e.g. logo before corporate design, rough cut before fine cut, individual clips of a series) is permitted.

§ 8 Deadlines

(1) Deadlines and delivery periods are only binding if expressly agreed as binding in text form. Other time indications are non-binding planning values.

(2) Firmly promised delivery and publication dates only apply if the complete written briefing, all required documents and data from the Client and, if due, the deposit (§ 9(4)) have been received by Huck Media by the date set in text form.

(3) If performance is delayed for reasons within the Client's sphere of responsibility (in particular documents or data delivered late, late feedback, missing approvals, change requests or an extension of the originally agreed scope), deadlines are extended by the duration of the delay plus a reasonable restart period. Huck Media is not responsible for such delays.

(4) In the event of force majeure and other disruptions for which Huck Media is not responsible (e.g. illness of the owner, failure of service providers, software or platform outages), deadlines are extended appropriately. Huck Media informs the Client in text form without undue delay. If the disruption lasts longer than 6 weeks, either party may withdraw from the part of the contract not yet performed.

§ 9 Fees, payment terms, default

(1) The fee agreed in the quotation or order confirmation applies. Prices on the website are starting prices and non-binding guide values (§ 3(1)).

(2) Prices stated on the website are non-binding starting prices (§ 3(1)). The price stated in the quotation is decisive; quotations and invoices show the net amount, VAT and total amount separately. Huck Media always states the total price including VAT to consumers in the quotation.

(3) Additional costs and third-party services (§ 13), e.g. licences for stock material, music and fonts, voice-over fees, printing, hosting and domains, are charged separately unless expressly included in the price.

(4) For orders with a value of 1,000 € or more, a deposit of 50 % of the agreed fee is due when the order is placed. Huck Media starts work once the deposit has been received. Separate invoicing may be agreed for partial deliveries and partial services; instalment payments under § 632a BGB remain permitted.

(5) Invoices (in the client folder: "Belege") are payable without deduction no later than 10 days after the invoice date. Invoices are transmitted electronically (by e-mail and/or in the client folder); formats follow the statutory requirements.

(6) If the Client is in default of payment, Huck Media may charge default interest at the statutory rate. For consumers this is 5 percentage points and for entrepreneurs 9 percentage points above the base rate under § 247 BGB (§ 288(1) and (2) BGB). For entrepreneurs, the flat fee of 40 € under § 288(5) BGB is added. The right to claim further damages is reserved.

(7) In the event of default of payment, Huck Media may withhold further services under the affected order and, for entrepreneurs, under other ongoing orders until payment is received. After prior notice in text form, Huck Media may also restrict access to the client folder to read-only.

(8) The Client may only set off undisputed or legally established claims. The Client may only exercise a right of retention on the basis of claims from the same contractual relationship.

(9) Referral programme: for referring new clients, Huck Media pays a commission as stated on the contact page or in the client folder under "Provision". It is currently 10 % for referrers who are not yet clients and 35 % for existing clients. It applies only to the first paid order of the referred client, not to follow-up orders. Anyone sharing a referral link publicly must label it as a "referral link with commission". For private individuals the commission may be taxable. The basis of assessment is the net order value; the commission is paid out after payment of the referred order has been received.

§ 10 Copyright, rights of use, references

(1) The work results created by Huck Media (drafts, graphics, logos, layouts, illustrations, photographs, animations, videos, 3D models, compositions, sounds, website and app designs, etc.) are protected by copyright where the requirements are met. Copyright remains with Huck Media or the respective author; only rights of use are granted.

(2) Rights only after full payment: the project and all associated rights remain with Huck Media until payment in full. Rights of use pass to the Client only upon full payment of the agreed fee. Until then, the Client may only use the results on a revocable basis for review purposes. Publication or other exploitation before full payment requires Huck Media's consent in text form.

(3) Scope: the Client receives a simple (non-exclusive) right of use, unlimited in time and territory, for the purpose agreed in the quotation or briefing and for the media and channels named there.

(4) Exclusive rights: for logos and corporate designs, the Client receives an exclusive right of use so that the Client can use and register the mark as a trademark. For other work results, an exclusive right of use can be agreed for a surcharge. Huck Media's right to reference use (para. 9) remains reserved even where exclusive rights are granted.

(5) If the scope has not been expressly agreed, rights are only granted to the extent required by the purpose of the contract (§ 31(5) UrhG, German Copyright Act). Any use beyond this requires a separate agreement and, where applicable, an additional fee.

(6) Editing: modifications, adaptations and further developments of the work results by the Client or third parties (including with AI tools) are only permitted with Huck Media's consent in text form, unless a right to edit has been expressly granted. Templates the Client is intended to fill in itself (e.g. social template sets, story/reel templates) may be filled in within the intended scope.

(7) Transfer: transferring or sublicensing rights of use to third parties requires Huck Media's consent in text form, unless this is necessary for the agreed purpose (e.g. passing on files to a print shop, developer or platform). Drafts, unselected variants and interim stages remain with Huck Media; no rights are granted in them.

(8) Credit: Huck Media may be credited as author in the customary manner (e.g. in the closing credits, "Design: Huck Media" in the imprint or footer of a website, image credit), where this is creatively and technically possible. The Client may not remove an existing credit without consent.

(9) Reference use (reserved): Huck Media reserves the right to use the work results created for the Client, as well as the Client's name, brand and logo, as references for its own promotion. This applies in particular to the website www.huck-media.de, the portfolio, presentations and quotations, competitions and Huck Media's social media channels (e.g. Instagram, Facebook, LinkedIn, X, Threads, WhatsApp status), including making-of, before/after and excerpt presentations and short accompanying texts. Before the Client has published them, Huck Media only shows work results with the Client's consent. Huck Media does not publish content marked as confidential or trade secrets. If persons are recognisable in references, publication requires their consent; the Client informs Huck Media if consents are limited to certain channels.

(10) Objection and white label: the Client may object to or restrict reference use at any time with effect for the future in text form (e.g. only after launch). Huck Media then removes posts already published within 14 days, where technically possible; there is no claim against Huck Media to delete content that third parties have shared or redistributed. If the Client requests, when placing the order, that Huck Media not use the work results as a reference at all and not be credited as author (white label), the fee increases by 20 %.

§ 11 Client material, indemnification

(1) The Client warrants that it holds the necessary rights to all materials it provides to Huck Media (e.g. texts, photos, videos, music, logos, trademarks, fonts, recordings of persons, data). The Client also warrants that their use within the scope of the order and reference use (§ 10(9)) does not infringe any third-party rights, in particular no copyrights, related rights, trademark rights, personality rights or data protection rights (e.g. missing consent of persons depicted).

(2) The Client is responsible for the content and accuracy of its materials and information (e.g. product information, prices, mandatory information, advertising claims). Huck Media does not check whether the material supplied is free of third-party rights.

(3) The Client indemnifies Huck Media against all third-party claims asserted because of an infringement caused by materials supplied by the Client or by the Client's instructions, including the reasonable costs of legal defence. This does not apply if the Client is not responsible for the infringement. Huck Media informs the Client of such claims without undue delay.

(4) Huck Media may refuse to process material that is obviously unlawful, discriminatory or harmful to minors, or that may damage Huck Media's reputation.

§ 12 Use of AI tools

(1) Huck Media uses generative AI and AI-supported tools transparently and selectively, e.g. for ideas, variants, image and video generation, upscaling, cut-outs, retouching, audio clean-up or texts. Selection, post-processing and finishing are carried out by Huck Media ("variants fast, finish human"). Huck Media remains responsible for the work results, even where AI is used. On request, Huck Media discloses whether and to what extent AI was used for a work result.

(2) Exclusion by the Client: the Client may exclude the use of AI tools, entirely or for certain services, in text form before the order starts. If the exclusion results in additional work, the fee may change; Huck Media will inform the Client before the order starts. For services expressly offered as AI services (e.g. AI image, generative video, AI character), the use of AI is part of the contract.

(3) Purely AI-generated content may not be protected by copyright under current German law. Huck Media therefore grants rights of use only to the extent that protective rights exist or Huck Media is entitled to do so under the terms of the respective AI provider. Exclusivity against third parties cannot be guaranteed for such

content.

(4) Huck Media uses AI tools with due care and takes care not to imitate recognisably protected third-party works, trademarks or persons. Huck Media only enters confidential documents and personal data of the Client into AI tools if this is necessary for the order and the provider does not use the data for its own training, or if the Client has consented.

(5) Where statutory labelling obligations or platform labelling rules apply to AI-generated or AI-modified content, Huck Media points out the AI components. The Client is responsible for labelling on publication.

§ 13 Third-party services and licences

(1) Huck Media only procures third-party services and licences by arrangement, in particular stock photos, stock videos, 3D assets, music and sound licences, fonts, plugins, software, voice-over artists, printing, hosting and domains.

(2) Huck Media may commission such services in the name and for the account of the Client, or purchase them in its own name for the account of the Client and pass on the costs. When purchasing in its own name, Huck Media charges a handling surcharge of 15 % on the third-party costs.

(3) The licence terms of the respective provider also apply to third-party licences (e.g. restrictions on print run, reach, advertising, resale or integration into apps). Huck Media points out material restrictions; the Client must comply with these terms. For its own use of fonts (e.g. editing templates on its own computers or embedding them in its own website), the Client may need to acquire its own licences.

(4) For music in videos, platforms (e.g. YouTube, Instagram, TikTok) may automatically flag content despite a valid licence (Content ID). Huck Media helps to resolve such claims but is not liable for platform decisions.

(5) Huck Media's own compositions (e.g. music composition, jingles, sonic logos) are not third-party services; § 10 applies to them.

(6) Any fees payable to collecting societies (e.g. GEMA) for the use of music are borne by the Client unless agreed otherwise.

§ 14 Websites and apps

(1) For web design and app design services, Huck Media owes the design (e.g. layouts, screens, components, prototypes, style guides, handoff packages) unless otherwise agreed. Technical implementation, programming, CMS setup, backend integration, app store publication and search engine ranking are not owed. Clickable prototypes are for review and are not intended for live operation.

(2) If Huck Media also takes on implementation under a separate agreement, Huck Media owes functionality in the browsers Chrome, Firefox, Safari and Edge, each in the version current at acceptance, on desktop and mobile devices.

(3) Unless otherwise agreed, the Client itself commissions hosting, domains, e-mail mailboxes and SSL certificates from a provider of its choice. If Huck Media arranges or manages such services, the provider's terms apply; Huck Media is not liable for the provider's outages, data loss or price changes.

(4) Maintenance, updates, security updates, backups, monitoring, content maintenance and adaptations to later changes in the law or to new browser and operating system versions are not owed after acceptance unless a separate maintenance or support contract has been concluded. For consumers, § 22(5) also applies.

(5) The legally required content of the Client's website (in particular imprint, privacy policy, cookie/consent solution, accessibility, terms and conditions, cancellation policy) is the Client's responsibility. Huck Media designs the corresponding elements (e.g. consent UI, accessibility pass) but does not draft or review legal texts.

(6) Huck Media uses access data provided by the Client (e.g. for CMS, hosting, social media accounts) only for the order. Where possible, the Client should set up separate, restricted accounts for Huck Media and change access data after the project ends.

§ 15 Client folder (online client area)

(1) During the collaboration, Huck Media provides clients with a password-protected online area ("Kundenordner", client folder, https://www.huck-media.de/kunden/). It serves the exchange of project-related files and messages and may include in particular the following functions: files (upload/download), messages, receipts (invoices and payment receipts), projects with status and feedback, calendar and contacts, and where applicable notes, reminders and the personal referral link ("Provision"). An e-mail module for connecting the Client's own e-mail mailboxes is not part of the client folder. The Client is only entitled to specific functions if expressly agreed in text form.

(2) Free additional service: the client folder is a voluntary additional service provided by Huck Media free of charge. It is not part of the paid services; the remuneration for orders does not include any fee for the client folder. Huck Media provides it free of charge during ongoing orders and until the period under para. 12 sentence 1 expires. Only an expressly agreed extension of provision under para. 12 sentence 3 is subject to a fee ("paid extension"). The client folder is continuously being developed ("beta").

(3) Access: the Client receives the access data in writing from Huck Media. The Client keeps it secret, does not pass it on to unauthorised persons, uses a secure password and informs Huck Media without undue delay if misuse is suspected. Before first use, the Client confirms the privacy notice and the data processing agreement (§ 19(2)) in the client folder, and before the first upload also the rules under para. 5 (upload notice); without these confirmations the respective use is not possible.

(4) Roles and read-only rights: the Client sees only its own content. Huck Media provides certain content as read-only (e.g. calendar entries created by Huck Media, projects and project status, receipts, archived accounts). The Client is not entitled to edit or delete such content in the client folder; its statutory rights under the GDPR remain unaffected (§ 19).

(5) Permitted content – project-related copies only: the Client may store in the client folder (in particular in files, messages including attachments, receipts and notes) only content that meets all of the following requirements:

- It relates to a project or order with Huck Media (project-related data).
- It is a copy: the Client has backed up the originals elsewhere itself, so that the data exists at least twice. The client folder is never the only storage location.
- The Client holds the necessary rights to the content and is entitled to pass it on to Huck Media (§ 11(1)).

Without express prior agreement in text form, the Client does not store in the client folder any special categories of personal data (Art. 9 GDPR, e.g. health data) or data relating to criminal convictions (Art. 10 GDPR), any identity documents, any bank, credit card or other payment data (except customary bank details in invoices and business documents), or any passwords or other access credentials. Unlawful content and files containing malware are never permitted; the Client checks files with up-to-date anti-virus software before uploading them.

(6) No backup, no archive, own backups: the client folder is intended for collaboration and exchange. It is not a backup, archive or storage service. The Client must regularly download and back up all files, work results, messages and receipts that are important to it. Huck Media makes backups at its own discretion but owes neither backups nor the restoration of client data. The Client itself fulfils commercial and tax retention obligations for invoices (e.g. under GoBD); provision in the client folder does not replace the Client's own audit-proof archiving.

(7) Blocking and deleting impermissible content: Huck Media may block or delete content that violates para. 5 – in particular content that is not project-related or is unlawful, files containing malware and files that endanger the security or operation of the client folder. Huck Media informs the Client in advance in text form and gives it the opportunity to download the content, where reasonable; in the case of unlawful content, malware or acute danger, Huck Media may act immediately and informs the Client without undue delay afterwards. There is no obligation to restore content blocked or deleted in this way. Huck Media may reasonably limit storage space and file sizes.

(8) Indemnification: the Client indemnifies Huck Media against all third-party claims asserted against Huck Media because of content stored by the Client in the client folder (e.g. for infringement of copyright, personality or data protection rights), including the reasonable costs of legal defence. This does not apply if the Client is not responsible for the infringement. Huck Media informs the Client of such claims without undue delay and coordinates the defence with it.

(9) Access by Huck Media: as operator, Huck Media has technical access to the data stored in the client folder. Huck Media uses this access only as far as necessary for the order, maintenance, security or troubleshooting. § 19(2) applies to personal data that Huck Media processes on behalf of the Client in this context.

(10) Availability, changes, discontinuation: Huck Media strives for high availability but does not owe any specific availability; maintenance, updates and disruptions may cause interruptions. Huck Media may change, restrict or remove functions of the client folder. Huck Media may discontinue the client folder as a whole or individual functions if it announces this in text form at least 4 weeks in advance, so that the Client can download its data; if the security of the client folder or of the stored data is at risk, an immediate restriction is permitted. Huck Media then delivers work results by other means (e.g. by e-mail or download link). During a paid extension, Huck Media changes functions only where this is reasonable for the Client (e.g. for security reasons, due to technical development or the discontinuation of third-party services) and the exchange and download of files remains possible; if Huck Media discontinues the client folder during a paid period, it refunds the pro-rata fee.

(11) Liability for the client folder: for damage in connection with the free provision of the client folder (para. 2), Huck Media is liable – in line with the statutory standard of liability for gratuitous services (§§ 521, 599 BGB) – only for intent and gross negligence. Liability for culpable injury to life, body or health, under the Product Liability Act, to the extent of any guarantee given and for fraudulent concealment of a defect remains unaffected. Sentence 1 does not apply to the paid extension or to Huck Media's paid services – even if they are delivered via the client folder; § 17 applies to these. § 17(5) to (7) applies additionally in all cases.

(12) End of use: the client folder remains accessible for 3 months after the last project has been completed. After that, Huck Media may block access and delete the data once it has announced the deletion in text form at least 4 weeks in advance, unless statutory retention obligations prevent this. Longer provision is available for a separate fee (paid extension). The Client is responsible for downloading all data important to it before the end of the project or before an announced deletion, blocking or discontinuation; the client folder points this out when a project is completed.

(13) Blocking of access: Huck Media may temporarily block access if misuse or a security risk is suspected, block it in the event of serious or repeated violations of para. 5, or restrict it in accordance with § 9(7). Para. 10 sentence 4 applies accordingly.

§ 16 Warranty (rights in case of defects)

(1) The statutory rights in case of defects apply unless otherwise provided below.

(2) Defects must be described in text form and as precisely as possible. Entrepreneurs only: obvious defects must be notified in text form without undue delay after receipt of the respective work results; for merchants, § 377 HGB (German Commercial Code) applies where applicable. If obvious defects are notified late, claims for defects are excluded to that extent; § 17(1) remains unaffected.

(3) Huck Media first has the right to subsequent performance (repair or new production at Huck Media's choice). If subsequent performance fails, the Client may reduce the price, withdraw from the contract or claim damages under § 17 in accordance with the statutory provisions.

(4) The following in particular do not constitute a defect:

- deviations based on the Client's instructions or materials
- matters of taste within creative freedom (§ 4(2))
- minor, technically caused colour deviations between screen and print
- differences in display on different devices, browsers or platforms
- subsequent changes to platforms, software or the law
- errors caused by changes made by the Client or third parties

(5) Print approval: if the Client approves print data, it assumes responsibility for its correctness (in particular texts, dimensions, mandatory information). Huck Media is not liable for errors that were recognisable in the approved version.

(6) Limitation (entrepreneurs only): claims for defects become time-barred 12 months after acceptance or handover. This does not apply to claims for damages under § 17(1) and (2) or in the case of fraudulent intent. For consumers, the statutory limitation periods apply.

§ 17 Liability

(1) Huck Media is liable without limitation for intent and gross negligence, for culpable injury to life, body or health, under the Product Liability Act, to the extent of any guarantee given and for fraudulent concealment of a defect.

(2) In the event of a slightly negligent breach of a material contractual obligation (cardinal obligation), liability is limited to the damage typical for the contract and foreseeable at the time the contract was concluded. Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the Client may regularly rely.

(3) Otherwise, liability for slight negligence is excluded.

(4) Entrepreneurs only: in the case of para. 2, liability per incident is also limited to the order value of the affected order, but to at least 5,000 €; liability for lost profit and indirect damage is excluded in this case.

(5) Insofar as liability is not already excluded under § 15(11), Huck Media is only liable for loss of data up to the amount of effort that would have been required for restoration if the Client had properly and regularly backed up its data (§ 15(5) and (6)). Since the Client may only store copies of data it has backed up itself in the client folder (§ 15(5)), this is regularly the effort of providing the data again from the Client's backup. This does not apply in the cases of para. 1.

(6) Huck Media is not liable for the Client's content and materials (§ 11), for the legal admissibility of the Client's use of the work results (§ 4(6)), for platform decisions (e.g. blocking, reach, Content ID) or for any particular commercial success (e.g. reach, clicks, sales, conversion), unless expressly promised. Para. 1 remains unaffected.

(7) The limitations of liability also apply to Huck Media's vicarious agents and representatives.

(8) § 15(11) takes precedence for the free provision of the client folder.

§ 18 Confidentiality

(1) Both parties treat as confidential all information that becomes known to them in the course of the collaboration and is marked as confidential or recognisably confidential, in particular trade secrets, unpublished products and campaigns, and access data. This obligation continues for 2 years after the end of the contract.

(2) The obligation does not apply to information that is publicly known or becomes known without breach of this obligation, that was already known to the receiving party, or that must be disclosed due to statutory obligations or official orders.

(3) Reference use under § 10(9) remains unaffected, provided no confidential information is disclosed. The Client communicates any desired embargo periods (e.g. until product launch) in text form.

(4) On request, the parties conclude a separate non-disclosure agreement (NDA).

§ 19 Data protection

(1) Huck Media processes the Client's personal data in accordance with applicable data protection law, in particular the GDPR. Details are set out in the privacy policy at https://www.huck-media.de/impressum.html (section "Datenschutz").

(2) Where Huck Media processes personal data on behalf of the Client (e.g. files, messages or contacts in the client folder, recordings of persons, newsletter lists), the parties conclude a data processing agreement under Art. 28 GDPR. For the client folder, Huck Media provides the data processing agreement in the client folder (https://www.huck-media.de/kunden/avv.php); the Client confirms it there before use and again for every new version.

§ 20 Term and termination

(1) Individual orders (contracts for work) end with full performance and payment. If the Client terminates a contract for work before completion (§ 648 BGB), Huck Media is entitled to the agreed fee less saved expenses. The statutory presumption applies that Huck Media is entitled to 5 % of the fee attributable to the part not yet performed. Services already performed are paid in full. Rights of use arise only in services that have been paid for.

(2) Subscriptions (§ 4(7)) and other continuing obligations (e.g. ongoing social media support or maintenance) have a minimum term of 3 months. They can be terminated with 1 month's notice to the end of the minimum term. If not terminated, they continue for an indefinite period and can then be terminated at any time with 1 month's notice.

(3) The right to terminate for good cause remains unaffected. Good cause for Huck Media exists in particular if the Client is more than 30 days in default with a payment despite a reminder, repeatedly or seriously breaches its duties to cooperate, or misuses the client folder.

(4) Notices of termination require text form.

(5) If a consumer can conclude a continuing contract via Huck Media's website, Huck Media provides a termination button in accordance with § 312k BGB.

§ 21 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). For consumers, this choice of law applies only insofar as it does not deprive them of the protection of mandatory provisions of the law of the state in which they have their habitual residence.

(2) The place of performance is Huck Media's registered place of business in Sasbach. If the Client is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Achern: the competent courts are the Amtsgericht (Local Court) Achern or, where the Regional Court has jurisdiction, the Landgericht (Regional Court) Baden-Baden. Huck Media may also sue at the Client's general place of jurisdiction. The same applies if the Client has no general place of jurisdiction in Germany. For consumers, the statutory places of jurisdiction apply.

(3) Language versions: these terms are available in German and English. Only the German version is legally binding; the English version is for information only. In the event of discrepancies or questions of interpretation, the German version prevails.

(4) Consumer dispute resolution: Huck Media is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG (German Consumer Dispute Resolution Act).

(5) Changes to these terms: Huck Media may amend these terms with effect for the future. For ongoing subscriptions and other continuing obligations, Huck Media announces changes in text form at least 6 weeks before they take effect and points out the right to object and the consequences of silence. If the Client does not object in text form within this period, the changes apply from the announced date. If the Client objects, the previous terms continue to apply; either party may then terminate the contractual relationship with the notice period under § 20(2). Essential contract terms (scope of services, price, term) are not changed in this way.

(6) Severability: should individual provisions of these terms be or become wholly or partially invalid, the validity of the remaining provisions remains unaffected. The invalid provision is replaced by the statutory provision (§ 306(2) BGB).

§ 22 Special provisions for consumers

(1) This section applies only to contracts with consumers (§ 13 BGB).

(2) Right of withdrawal: contracts with Huck Media are usually concluded exclusively by means of distance communication (e-mail, client folder, WhatsApp, website). Consumers therefore have a statutory right of withdrawal under § 312g(1) BGB in conjunction with § 355 BGB. Details are set out in the cancellation policy in Appendix 1; the model withdrawal form is in Appendix 2. Huck Media provides both in text form before the contract is concluded.

(3) Early start of performance: if the consumer wishes Huck Media to begin performance before the withdrawal period expires, the consumer must expressly request this. If the consumer then withdraws, the consumer owes compensation for the services performed up to that point (§ 357a(2) BGB). For services, the right of withdrawal expires when Huck Media has fully performed the service and the consumer has previously expressly agreed and confirmed their knowledge that the right of withdrawal will expire (§ 356(4) BGB). For digital content, § 356(5) BGB applies.

(4) If contracts can be concluded online via Huck Media's website, Huck Media provides the legally required electronic withdrawal function.

(5) Digital products: for contracts for digital content or digital services against payment of a price (e.g. files, websites, apps, paid extension of the client folder under § 15(12)), §§ 327 et seq. BGB also apply to consumers, including the statutory obligation to provide updates (§ 327f BGB) and the requirements for changes to digital products (§ 327r BGB); § 14(4) and § 15(10) apply only to a limited extent in this respect. For the free client folder (§ 15(2)), §§ 327 et seq. BGB apply only insofar as they are applicable without payment of a price.

(6) The following do not apply to consumers: § 1(6), § 7(2), § 16(2) sentences 2 and 3 and (6) sentences 1 and 2, § 17(4) and § 9(6) sentence 3 (flat fee). In quotations, consumers are given total prices including VAT.

(7) Huck Media fulfils the statutory information obligations (Art. 246a EGBGB, Introductory Act to the German Civil Code) in the quotation.

Appendix 1: Cancellation policy (for consumers)

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 the contract is concluded.

To exercise your right of withdrawal, you must inform us (Huck Media, owner Nicolas Huck, Schlesierweg 19, 77880 Sasbach, Germany, phone: +49 176 43906380, e-mail: nicolas@huck-media.de) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or an e-mail). You may use the attached model withdrawal form, but this is not mandatory.

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

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you, including the costs of delivery (except for the additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), without undue delay and in any event no later than fourteen days from the day on which we receive notice of your withdrawal from this contract. We will make this reimbursement using the same means of payment you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this reimbursement.

If you requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of the exercise of the right of withdrawal, compared with the total scope of the services provided for in the contract.

Appendix 2: Model withdrawal form (Annex 2 to Art. 246a § 1(2) sentence 1 no. 1 EGBGB)

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

To Huck Media, owner Nicolas Huck, Schlesierweg 19, 77880 Sasbach, Germany, e-mail: nicolas@huck-media.de:

I/We (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/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.