

General Terms and Conditions: Creator Collaboration The Scuba Couple - Sander Scubadive GbR

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Please read these Terms and Conditions: Creator Collaboration (hereinafter T&C-CC) carefully before entering into an agreement with us for a collaboration. By mutually agreeing to a collaboration, you accept these T&C-CC. These T&C-CC expressly apply to all our services.

1. **Scope**

1. These T&C-CC apply to all digitally provided media of **The Scuba Couple - Sander Scubadive GbR**.
2. Provision is made to the agreed extent, target medium and period.
3. The T&C-CC come into effect as soon as consumers make use of the digital product offering (even in part) from **The Scuba Couple - Sander Scubadive GbR**.

2. **Contracting Parties**

1. The collaboration contract is concluded with **The Scuba Couple - Sander Scubadive GbR**, owners: Maike and Niels Sander, Blomberger Str. 136a, 32760 Detmold.
2. Due to the small business regulation (Kleinunternehmerregelung) there is no entry in the commercial register.

3. **Scope of Service**

1. The services to be provided must be clearly defined by both parties in advance. On the part of **The Scuba Couple - Sander Scubadive GbR** this includes:
 - a. Type and number of content: social media posts, raw material, etc.
 - b. Publication period and channels (integrated content or UGC)
 - c. Tags and links
 - d. Content guidelinesOn the part of the contracting parties this includes:
 - e. Payments
 - f. Product provision
 - g. Access to required information
2. Depending on the agreement reached between the contracting parties, a selection or expansion of the points listed in paragraph 3, sentences 1, a–g may be possible.

4. **Usage rights**

1. The usage and ownership rights of the media created and published by **The Scuba Couple - Sander Scubadive GbR** remain the property of **The Scuba Couple - Sander Scubadive GbR**.
2. Any assignment and/or splitting of usage and ownership rights requires mutual consent.
3. Assignment and/or splitting of usage and ownership rights may also be carried out in part.

5. Labeling and Legal Notices

1. **The Scuba Couple - Sander Scubadive GbR** undertakes to label content as advertising in accordance with legal requirements.

6. Confidentiality

1. Both contracting parties undertake not to disclose confidential information learned in the context of the collaboration to third parties.
2. This obligation lapses only if one of the contracting parties is legally obliged to disclose information.

7. Contract Duration

1. The contract begins and ends in agreement between both contracting parties.

8. Artistic Freedom

1. **The Scuba Couple - Sander Scubadive GbR** is fundamentally free in the creative implementation of the agreed content. The creative presentation should match The Scuba Couple's existing content in style, tone and format to ensure authenticity and credibility.
2. The contracting party may express wishes or guidelines but may not impose content requirements that materially restrict the influencer's style or personal expression.

9. Data Protection

1. All personal data collected by us will be processed exclusively in accordance with the statutory data protection regulations (in particular the GDPR and the German Federal Data Protection Act and BDSG).

10. Applicable Law, Jurisdiction and Dispute Resolution

1. The law of the Federal Republic of Germany applies, excluding the UN Sales Convention.
2. For consumers, this choice of law applies only insofar as it does not restrict mandatory legal provisions of the country in which they reside.
3. The EU Commission has created an online platform for the out-of-court settlement of disputes. The platform serves as a point of contact for the extrajudicial settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at: <http://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

11. Final Provision

1. Should individual provisions of these GTC-CC be or become invalid, the validity of the remaining provisions shall remain unaffected.
2. Amendments and additions require written form.

Contact

The Scuba Couple - Sander Scubadive GbR
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Blomberger Str. 136a
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Germany

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 www.thescubacouple.com