

Terms of Use

By accessing our Website, you accept these Terms of Use. Please read these Terms of Use carefully. If you do not agree with them, you must refrain from using our Website.

1. Definitions

"You" means any user of the Website, "we/us" means etalenta, its affiliates and its partners, "Website" means the Mastodon instance operated at the domain etalenta.social, including all of their constituent pages and associated apps, "Content" means the information and other material available on the Website, including excerpts of films and audiovisual works.

2. Our Services

Services which etalenta offers voluntarily and free-of-charge can be terminated at any time by etalenta and without any prior notice. The User of such voluntary and free services is not entitled to any claims.

The range of services we offer is continuously expanded and further adapted to our users' requirements. A comprehensive description of the range of services currently offered is available on our Website, where you can select the services you are interested in. The then applicable version of these Terms of Use, including our Privacy Policy, applies to all services offered at any time.

etalenta has the right to apply new technologies that may differ from the ones in use at the beginning of the contract on the condition that these do not diminish the quality of the service.

3. Intellectual Property Rights

The Website and any Content may be protected by intellectual property rights, such as in particular copyright. "etalenta" and related trademarks are protected in numerous countries.

You acknowledge that all copyright, trademarks and all other intellectual property rights in the Content shall remain vested in us. You agree not to copy, transmit, distribute, publish, or commercially exploit the website or any content created by etalenta without prior written permission. Additionally, you may not assist third parties in engaging in these actions. This restriction does not apply to content you have created and submitted to the platform or to software and assets governed by open-source licenses, which retain their respective terms of use.

You acknowledge that you are solely responsible for any content or information you upload, post, or otherwise transmit to or via the website. You warrant that such content does not infringe upon the intellectual property rights of third parties, including but not limited to trademarks and copyrights. We reserve the right to remove content from the website without prior notice if we determine that such removal is necessary to comply with legal obligations or to prevent third-party claims.

To protect intellectual property rights and ensure compliance with these terms, we may moderate the website, restrict access to it in whole or in part, or take other reasonable measures. Where feasible, we will notify users of content removals and provide reasons for such actions. Monitoring will be conducted in compliance with applicable laws and respect for user privacy.

By uploading content, you grant etalenta a non-exclusive, royalty-free, worldwide license to store, display, and make such content publicly accessible for the purpose of operating the website and providing related services. This license includes the right to sub-license for technical purposes, such as enabling content distribution through third-party services (e.g., content delivery networks).

You retain ownership of your content and may revoke this license by deleting the content from the website, except to the extent the content has been shared with others and they have not deleted it. By uploading content, you guarantee that you have the necessary rights to grant this license.

You agree to defend, indemnify, and hold harmless etalenta from any proven claims, damages, or expenses, including reasonable legal fees, arising from intellectual property claims made by third parties due to content you upload, post, or transmit through the website, or your misuse of the website in violation of these terms. This indemnification does not apply to claims resulting solely from the actions of etalenta or its administrators.

4. Warranty and Liability

We provide our Website and the Content on an "as is"-basis, employing due care and professional competence. Any warranties with regard to the Website or the Content are excluded. We cannot, in particular, make any warranties with regard to the completeness, the quality or the accuracy of the Website or the Content. etalenta is not obligated to screen its services for inappropriate content or inappropriate user conduct.

The Website is part of the open Internet. We cannot warrant the permanent accessibility of the Website or availability of our services, and assume no responsibility for damage arising from the loss of data or the inability to gain access to the Internet or to send, receive, upload or download information. Additionally, we will not assume responsibility for any damage caused by malicious software originating from third parties.

Our liability is excluded for direct or indirect loss, incidental and consequential damage, or loss of profits, earning, production or data, except in cases where the applicable law does not allow such exclusion.

We strive to provide accurate up-to-date information on our Website. Nonetheless, we cannot accept liability for reliance placed on any part of the Website or Content. It is your responsibility to verify the competence and qualification of any person you might enter into contact with in connection with your use of our services. We are not party to and not responsible for any agreements entered into between you and third parties via the Website, such as bookings, purchases of goods or services.

etalenta is not liable for any material which the User has made available to etalenta for processing an order nor is etalenta liable for any expenses connected with the replacement of data loss.

etalenta is not liable for compatibility of its services with all Internet connections or all computers. Furthermore, etalenta is not liable for any loss and/or damage to data while in transfer to or from etalenta.

etalenta declines all responsibility for the improper use of a User's material by other Users.

We will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of the Content and/or the services resulting directly or indirectly from any cause or circumstance beyond our reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, computer viruses, unauthorized access, theft or operator errors. We are under no obligation to store or backup your Content.

5. Use of the Site

The use of etalenta is only for professionals from the film, theatre and television world. etalenta has the right to refuse to accept an order or to supply data without having to give any reason.

The etalenta software is only intended for use in connection with the etalenta services. Any other use of the software is not permitted.

By using the Website and/or any of our services, you confirm that you are of legal age in your jurisdiction. Our website is directed to people who are at least 16 years old. If you are under the age of 16, you are not allowed to use the website.

Most parts of the Website are only accessible for registered users. Users choose their login information (ID and password) upon registration and are under a duty

to keep this login information secret, to protect it from third party access and not to pass it on to third parties. You are only entitled to use an etalenta account if you are its registered user. You are solely responsible for any misuse of your login information. In case of loss or theft of your login information, you must notify etalenta immediately.

When using the Website, you agree to comply with all the following rules at all time:

1. Any unauthorized commercial use of the Website, its services and its Content is expressly prohibited.
2. Users must respect all applicable local, national and international laws and regulations.
3. The services must not be used to collect information about others, including e-mail addresses, without their consent or for any activities in connection with spamming or unsolicited e-mails.
4. It is prohibited to create a false identity or to otherwise attempt to mislead etalenta and/or others as to the identity of a user.
5. It is prohibited and potentially illegal to use the services for the dissemination of harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise unlawful or objectionable material of any kind or nature, or to infringe upon any person's privacy rights.
6. Users must not upload to the Website or otherwise transmit to us or to other users any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful programs.
7. The use of the services for the interference with or the disruption of networks, as well as the unauthorized access to the services, other accounts, computer systems or networks are strictly prohibited and might lead to criminal prosecution.
8. Users must not in any way interfere with other users' use and enjoyment of the Website and its services.

In addition you accept the following rules:

1. **Respectful Interaction**
All users are expected to engage with one another in a fair and respectful manner.
2. **Prohibited Behavior**
Harassment, stalking, doxxing, racism, sexism, insults, and discrimination of any kind are strictly prohibited.
3. **Prohibited Content & Misinformation**
Encouragement of violence, the publication of violent or sexual content, and NSFW material are not allowed. In borderline cases, a content warning (CW) must be used. The spread of fake news, conspiracy theories, as well as content that is legally prohibited or violates copyright laws, is forbidden.
4. **Privacy and Personal Information**
The publication or sharing of personal details of third parties, such as addresses, phone numbers, private messages, or other identifying information, without their explicit consent, is strictly prohibited. This includes doxxing or any actions that compromise the privacy of others.
5. **Content Warnings**
Posts discussing sensitive or potentially triggering topics (e.g., politics, mental health, graphic descriptions) must include a clear and descriptive content warning (CW) to maintain a respectful environment.
6. **AI-Generated & Copyrighted Content**
Any AI-generated content must be clearly marked as AI-generated. Copyrighted content may only be published if permitted by law or license. If copyrighted content is shared, proper attribution must be provided in accordance with applicable laws or the relevant license terms.
7. **Advertising and Spam**
Excessive self-promotion and spam are not permitted. Posts promoting or advertising the sale of goods or services, whether directly or indirectly, are not permitted. Users may present

themselves and their work, but content containing purchase incentives, shop links, or commercial offers is prohibited.

8. **Moderation and Reporting**
Violations of these rules can be reported to the moderation team. Moderators will review reports fairly and transparently. Depending on the severity of the violation, actions may include warnings, temporary suspensions, or permanent bans.
9. **Automated Accounts**
Automated accounts (bots) are only allowed with explicit prior consent from the moderation team. Bots must be clearly labeled and comply with all server rules. Unauthorized or disruptive bots will be removed.
10. **Technical Disclaimer**
The server is professionally managed, and data is secured through a backup strategy. However, there is no guarantee of constant availability. We accept no liability for technical failures, data loss, or other issues arising from the use of this instance.
11. **Rule Updates**
These rules may be updated periodically. Users will be informed of significant changes.

We reserve the right to approve or disapprove the registration of users as well as users' Content and to suspend any user account or remove any Content at any time without prior warning at its sole discretion. The User is responsible for a one-time expense for the recovery of his/her data and material. You agree to defend, indemnify and hold harmless etalenta from any claims and expenses, including reasonable legal fees, related to your use of the Website and our services.

Customer data can be used for the following purposes:

- To provide services that are offered on our website or via our app and that have been selected by you;
- to communicate with you;
- to introduce you to our current and future products and/or services that may interest you. You may object to this use at any time without incurring any costs other than the transmission costs according to the basic rates.

6. Right of cancellation

If you as a User are registered at etalenta for a purpose that is not related to either your commercial or professional freelance activity, the following provisions apply to you as a consumer in the sense of Par. 13 of the BGB (German Civil Code):

Right of cancellation

You may cancel your contractual agreement with etalenta in writing (e.g., by letter, fax or email) within fourteen (14) days without stating a reason. The two-week period begins upon receipt of these instructions, but not before the contract has been executed, and also not prior to our fulfillment of our informational duties as per Par. 246 (2) in connection with Par. 1 (1 and 2) EGBGB, as well as our duties as per Par. 312e (1) line 1 BGB in connection with Par. 246 (3) EGBGB. The contract can be canceled by sending timely notification to:

e-TALENTA gGmbH
Passauerstr. 35
81369 Munich
Germany
E-Mail: info@e-talenta.eu

You may also deliver notice of termination using the contact form available at the etalenta Website.

Consequences of cancellation

In the event of a valid contract termination, services and fees provided by both parties are to be returned, and any economic advantages gained (e.g., interest) are to be repaid. If you are not able to return the services and utilization (exercised benefits) rendered fully or in part, or only in a lesser form, you are obligated to reimburse us for the value lost. This can mean that you are required to fulfill the contractual payment obligations for the time period until cancellation. Obligations to reimburse costs must be fulfilled within 30 days. This period begins for you when you send your contract termination, for us when we receive it.

Additional information

The User's right of cancellation lapses before the end of the right of cancellation period if the contract has been completely fulfilled to the satisfaction of both parties before the User exercises his or her right of cancellation.

End of right of cancellation.

By using our Website you accept its Terms of Use. We may change and update the Terms of Use from time to time. The latest versions of both documents can be consulted on our Website. We therefore ask that you consult the Website regularly in order to ensure that you are informed of any changes. Continued use of the Website after entry into force of any changes constitutes your acceptance of the amended Terms of Use.

Our Website may contain links to third parties' websites. Please consult such third parties' terms of use and privacy policies before using their websites. While we endeavor to ensure that links on our Website lead to interesting and reliable websites, we cannot accept any responsibility for the content of third party websites or for the use of personal data on such websites.

Should any of the provisions of these Terms of Use be or become invalid, inapplicable or unenforceable, the validity of the remaining provisions shall not be affected. The invalid, inapplicable or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the intended meaning and purpose of the invalid provision.

7. Choice of law and Venue

These Terms of Use and all disputes arising from or in connection with use of the services and/or the contractual relationship between you and us are governed exclusively by the substantive laws of Germany. The courts of Munich, Germany shall have exclusive jurisdiction. We are, however, also entitled to bring action against a user at the user's domicile.

01/2025 e-TALENTA gGmbH

Data Protection Notice

We take the privacy of our users very seriously. This data protection notice covers the different types of personal information we process, how we use it, and your rights in relation to your personal information.

"You" means the user of the Mastodon instance etalenta.social. "We/us" means e-TALENTA gGmbH, its branch offices, and partners in their capacity as the operators of the server. "Website" means the Mastodon instance operated at the domain etalenta.social, including all of their constituent pages and associated apps. "Services" mean the service offerings of etalenta. "Content" means information and other materials made available on the Website, including film clips and audio-visual works.

Our website may contain links to third-party websites. Please refer to the data protection notices of the respective website providers before using their websites. Although we try to ensure that the links on our website lead to websites with an adequate level of data protection, we cannot assume any liability for the content of third-party websites or for the processing of personal data on such websites.

Below you will find an explanation of how we handle your personal data in this context.

1. Who is the data controller? Who is the data protection officer?

The data controller of this website is e-TALENTA gGmbH as represented by its directors, Andreas Lademann and Andreas Dendorfer Passauerstr. 35 81369 Munich, Germany

You can find additional contact information in our legal notice.

2. What do we do with your personal data?

a. When you use our website and/or our contact form:

The provision of this website requires the processing of personal data, such as your IP address. This processing is necessary in order to allow you to access the content presented on this website (including its features) and due to IT security measures.

You also have the option of contacting us in various ways (e.g., by using contact forms or contest entry forms and by submitting inquiries about our services). If you use our contact form, we will collect your first name, last name, and e-mail address. The other requested details are optional.

(1) Legal basis

The processing of your personal data for the provision of this website and for communication via this website is based on our overriding legitimate interest. It is technically necessary for us to process certain personal data (e.g., IP address) in order to provide this website. We must process your personal data when you communicate with us.

(2) Balancing of interests

When balancing our interests as required by law, we weigh your interest in confidentiality and our interests in providing this website and making contact with you. Your interest in confidentiality takes secondary priority in each case. We would otherwise not be able to provide you with this website or respond to your contact requests.

(3) Recipient categories

We contract with service providers to provide our website. We transmit personal data to these service providers for this purpose. These service providers are contractually obliged by us to exercise the same care in the processing of personal data as we do ourselves.

b. When you use our services:

You can register for our services and then use them, e.g., via a website or via an app. For this purpose, we collect the personal data that you enter in the registration form. You will find a description of our services on the respective offer page of our website.

The user acknowledges that, unless he/she expressly objects, the media and metadata entered by him/her or by us on his/her behalf can be viewed and stored by Internet users.

When a profile is manually registered on our website, we collect the personal information provided at the time of registration, such as your name, address, e-mail address, and phone number ("Customer Information").

Customer Information may be used for the following purposes:

- For the provision of the services that we offer on our website or through our app that you have chosen;
- In order to communicate with you;
- In order to introduce you to our current and future products and/or services that may interest you. You can object to the use of this information at any time without incurring any costs other than the transmission costs charged by your telecommunications service provider in accordance with their basic rates.

For some services we process your photos and video clips. This is biometric data that can be used to uniquely identify a natural person.

(1) Legal bases

We process your personal data to initiate, implement, and process the corresponding usage contract.

We only process your biometric data if you have granted us your consent to do so. Your consent constitutes the legal basis for our data processing. You may revoke your consent at any time with future effect.

(2) Recipient categories

Please note that an essential purpose of our services is to make profile data created by users publicly available to third parties (see also the "Data transfer to third countries" section below).

Our business operations encompass several countries, and we maintain databases in various jurisdictions.

Consequently, we may also process customer data in a country other than the country in which this customer data was first collected. Your personal data will only be processed across borders if an adequate level of data protection is guaranteed in the target country. If the data protection level in a particular country does not meet the data protection requirements of the GDPR, we will contractually ensure adequate protection. We will incorporate the EU standard data protection clauses into such a contract. You can find these contractual clauses here:

https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_de

Customer information may be disclosed to third parties acting for us or on our behalf. In the event of such disclosure, we contractually oblige third parties to always process the customer data in accordance with the contractually stipulated purpose(s).

In the event of support requests, we will transmit customer data to the following categories of recipients:

- Managed hosting provider
- Cloud services provider

We may disclose customer information if we believe such disclosure is necessary to comply with the law, enforce our rights, or protect our rights, property, or safety, or to protect the rights, property, or safety of others.

c. If you sign up for our newsletter

You may register for our newsletter on our website by providing your consent. For this purpose, we collect the personal data that you enter in the registration form.

Your consent constitutes the legal basis for our data processing. You may revoke your consent at any time with future effect.

d. If you consent to receive advertising

If you consent to receive advertising, then we process your personal data for our own advertising purposes.

Your consent is the legal basis for our processing of your personal data in this area. You may revoke your consent at any time with future effect.

e. If we decide to anonymize your personal data

We anonymize your personal data in order to evaluate it for statistical purposes.

(1) Legal basis

The processing of your personal data for such data anonymization is based on our overriding legitimate interest.

(2) Balancing of interests

When balancing our interests as required by law, we weigh your interest in confidentiality and our interests in data anonymization. Your interest in confidentiality takes secondary priority in this case. Otherwise, we would not be able to perform such anonymization. The GDPR and the German Federal Data Protection Act (BDSG) do not govern anonymous data.

(3) Recipient categories

We use service providers for anonymization. We transmit personal data to these service providers for this purpose. These service providers are contractually obliged by us to exercise the same care in the processing of personal data as we do ourselves.

f. If you allow the use of cookies/identifiers in your browser

We only use cookies/identifiers that are technically necessary to provide our website. Some providers that we use also process your personal data outside of the EU/EEA (see the "Data transfer to third countries" section below).

We use so-called "cookies" on our website. Cookies are data sets that are stored by a web server on the end user's device (e.g., computers, smartphones, tablets, etc.).

If you disable cookie functionality in your browser, you will restrict your ability to use our websites and the offered services.

You can find an overview of the cookies/identifiers that are technically required for our website to function in our cookie banner.

(1) Legal bases

The legal basis for the use of cookies/identifiers that are technically required is our legitimate interest in connection with a legal requirement (Section 25 (2) No. 2 German Telecommunications Telemedia Data Protection Act (TTDSG), Art. 6 (1) Letter f) GDPR). The storage of information on your end user device or access to information already stored on your end user device is absolutely necessary so that we can provide the telemedia service that you have expressly requested as a user.

You can also prevent the collection and processing of your personal data by preventing third-party cookies from being stored on your device by using the "Do Not Track" feature of a browser with this feature, deactivating the execution of script code in your browser, or installing a script blocker such as, e.g., NoScript (<https://noscript.net/>) or Ghostery (<https://www.ghostery.com/>) in your browser.

3. For how long do we store your personal data?

We erase your personal data if the respective purpose of storage no longer applies and storage is not required by law (e.g., due to a storage obligation under the German Tax Code and/or the Commercial Code). If erasure is not possible in individual cases, processing will be restricted.

Finally, the storage period is also based on the statutory limitation periods, such as, for example, in accordance with the Civil Code.

4. What rights do you have as a data subject?

To exercise your rights and to revoke your consent, please contact us using the contact information listed above.

a) You have the right to request information about all of your personal data that we process at any time.

b) If your personal data is incorrect or incomplete, you have the right to correct and supplement this data.

c) You may request the erasure of your personal data at any time, unless we are legally obliged or permitted to continue processing your data.

d) If the legal requirements are met, you may request that the processing of your personal data be restricted.

e) You have the right to object to processing if your data is processed for the purpose of direct advertising or profiling. If the processing is based on the balancing of interests, you may object to the processing by stating reasons that obtain for your particular situation.

f) If the data is processed on the basis of your consent or as part of a contract, you have the right to transfer the data you have shared, provided that this does not affect the rights and freedoms of other people.

g) If we process your data on the basis of your consent, you have the right to revoke this consent at any time with future effect. Processing that is carried out before a revocation remains unaffected by the revocation.

h) You also have the right at any time to lodge a complaint with a data protection supervisory authority if you believe that data processing has violated applicable law.

5. In which situations do we create automatic profiles?

No automatic profiles are created when you visit our website.

6. Data transfer to third countries

In some cases, personal data may be transmitted to recipients in third countries (see the relevant notices in our data protection information). Third countries are located outside the EU and outside the EEA. The USA is also considered to be a third country.

The USA does not have a level of data protection that is comparable to the one adopted in Europe. In particular, it is possible for government agencies to access your personal data without notifying either us or you. You may encounter difficulties asserting your rights in court.

The fundamental legal basis for such data transmission is your consent (Art. 49 (1) Cl. 1 Letter a) GDPR), contractual performance (Art. 49 (1) Cl. 1 Letter b) GDPR), or the application of an EU standard data protection clause (Art. 46 (2) Letter c) GDPR). You can find these contractual clauses here:

https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_de

7. Data security

We take appropriate technical and organizational security measures to protect the personal data that we process against accidental or intentional manipulation, loss, destruction, or unauthorized access.

We adopt technical and organizational measures to ensure the confidentiality of customer data and to protect it against manipulation, loss, and destruction. The retention and disclosure of customer information is subject to strict security procedures. Our employees have familiarized themselves with the data protection requirements. They only access customer data to the extent necessary to provide our services.

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