

MOCHNI

Author Agreement

MOCHNI.COM
Antonia Böhlke
Grindelhof 27
20146 Hamburg
Germany

- in the following „blog operator“-

Authors name:

Authors address:

- in the following „author“-

§ 1

Subject Matter of Contract

1. The author creates and provides blog contributions, which can take the form of texts, picture- or video-contributions, or the like with specialized content (in the following: „works“). Remuneration is only at fault, if specifically agreed upon.
2. The author agrees explicitly with the publication and exchange of his or her contribution and s/he uses only the assigned form of publication by the blog operator. The author has to provide the works in the agreed upon form to the blog operator to reassure a publication free from interference.
3. Unless otherwise agreed, the author is at no duty to make works available at a certain quality or regular circle but in case deadlines are agreed upon, are they binding.

§ 2

General Conditions of Use

1. The author vests the right of use of his works to the blog operator. The rights of use are restricted to the medium Internet and unrestricted in space and time. This entails all forms of publishing, sales, duplication, and making it openly available in other languages.
2. The right of use explicitly do not comprise the publishing of works in books, magazines or comparable print media as well as other conventional media, especially radio or television.
3. The blog operator has the right to edit and shorten the provided works as much as needed as long as it does not entail stylistic changes or changes in regard of content.

4. The author reassures to be the originator of the work and/or to have the copyright and trademarks with regard of publication. Hereby, the author reassures that no rights of third parties are violated with the publishing of her/his work. In case consent of third parties is necessary, the author hereby declares that approval is given. The author declares, that no rights of use are given to other third parties.
5. The author releases the blog operator from all claims of third parties, which could claim damages against the blog operator. This entails the exemption from any lawyers and legal practitioners.

§ 3

Socialized Accountability

1. The author is responsible for the topicality, correctness, completeness or quality of the information provided. He frees the blog operator from any claims of third parties her/his work could cause with result from inaccuracy, or the quality of information provided.
2. At all times, the author has the right to ask for changes in terms of content and information as long as the current version is unreasonable for the author.

§ 4

Obligations of the Blog Operator

1. In case the blog operator decides to publish the work, which was contributed by the author, s/he is obliged to do so by giving the correct name of the author.
2. In case the author is harmed by content of third parties (e.g. in form of comments), other authors, or other (credit endangerment, offensive or disparaging manner) the blog operator has to erase the content of the third party for the public as soon as the blog operator gets the information. The blog operator is not obliged to check the contributed content by the author for any infringements of third party rights.

§ 5

Contractual Duration / Cancelling

1. The parties enter to the agreement for an indefinite period of time. This contract has a proper right of cancellation with a cancellation period of four weeks.
2. The right for termination of cause stays untouched to the aforementioned policy. A termination of cause can only be handed in two weeks after the author gains knowledge of the cause. As long as the reason for the termination of cause is due to contravention of duties of the blog operator, s/he is to be admonished first. If the relationship of trust between the author and the blog operator is harmed and cannot be restored, a warning would be unnecessary.

§ 6
Final Provision

1. The contract underlies German law only. Application of the Vienna UN Convention on Contracts for the International Sale of Goods dated April 11, 1980 is excluded.
2. Contractual changes, amendments or confirmations require written form to become effective.
3. This Author Contract represents the only contractual agreement between the customer and the blog operator and makes all earlier agreements, express or implicit, ineffective. If not regulated by this contract, the general legal provisions of law of the Federal Republic of Germany apply.
4. If both parties are merchants as defined by the Handelsgesetzbuch [German Commercial Code], the courts at the location of the parties registered office shall have jurisdiction.
5. This formal requirement cannot be waived by verbal agreements. If any paragraph of this terms of business or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this terms of business. Instead of the invalid paragraph the law of the Federal Republic of Germany which fits best becomes valid for the invalid one. Should one of the terms or conditions of this contract be wholly or partially legally invalid, or later lose its legal force, this shall not affect the validity of the remaining terms and conditions. By way of adaptation another suitable regulation shall apply in place of the invalid condition, which is commercially closest to that which the contracting parties intended, or would have wanted if they had realised that the regulation was invalid.

Location / Date / Signature

Signature Blog operator / Antonia Böhlke (MOCHNI.COM)

Location / Date / Signature

Signature Author /