

## TERMS OF PARTICIPATION

### 1. TITLE AND CONCEPT OF THE EVENT

THE ARTLAB MUNICH IS ORGANIZED BY THE GALLERY BENJAMIN ECK, MÜLLERSTRASSE 46A 80469 MUNICH, GERMANY (“ORGANIZER”).

THE ARTLAB MUNICH IS A PROJECT SERIES OF VARIOUS EXHIBITIONS WITH NEW ARTISTS, WHICH TAKES PLACE OVER THE YEAR IN THE GALLERY BENJAMIN ECK. AFTER EACH EVENT, THE MOST PROMISING ARTIST WILL BE CHOSEN BY A JURY TO PARTICIPATE IN ANOTHER GROUP EXHIBITION AT THE END OF THE YEAR WITH THE OTHER NOMINATES FROM PAST ARTLABS.

FROM THIS ANNUAL EXHIBITION AN ARTIST WILL AGAIN BE CHOSEN WHO WILL RECEIVE THE OPPORTUNITY TO AN OFFICIAL EXHIBITION IN THE GALLERY BENJAMIN ECK THE FOLLOWING YEAR.

THESE TERMS AND CONDITIONS OF PARTICIPATION APPLY ACCORDINGLY TO THE ANNUAL EXHIBITION, UNLESS EXPRESSLY AGREED TO OTHERWISE.

THE GOAL OF THE EVENT IS ALSO TRADE IN ORIGINAL ARTWORKS FROM THE PRIMARY MARKET FROM A MINIMUM PRICE OF 2000 EUR. PARTICIPATING ARTISTS CAN CONCLUDE A COMMISSIONING AGREEMENT WITH THE GALLERY BENJAMIN ECK, HOWEVER, THIS IS NOT A REQUIREMENT TO PARTICIPATE.

### DURATION AND IMPLEMENTATION

ARTLAB MUNICH TAKES PLACE EVERY FOUR MONTHS. THE EXACT DATE OF THE NEXT ARTLAB WILL BE ANNOUNCED AT THE END OF THE PREVIOUS ARTLAB. ARTLAB MUNICH WILL TAKE PLACE FROM 21-23. JUNE 2024 IN MUNICH, GERMANY.

THE OPENING HOURS OF THE EVENT ARE FROM June 21st 6:00 p.m. - 9:00 p.m., June 22nd 1:00 p.m. - 9:00 p.m., June 23rd, 2024 1:00 p.m. - 6:00 p.m

### 2. APPLICATION FOR PARTICIPATION AND ADMISSION

INTERESTED PARTIES CAN APPLY IN WRITING FOR THE NEXT ARTLAB UP TO 21 DAYS BEFORE THE EVENT DATE. THE APPLICATION MUST CONTAIN A COMPLETED APPLICATION FORM AND A PORTFOLIO (WORK TO BE EXHIBITED).

THE DECISION ON ACCEPTANCE OR REJECTION IS MADE BY THE GALLERY BENJAMIN ECK TEAM MADE IN YOUR OWN DISCRETION. THERE IS NO RIGHT TO APPROVAL. APPROVAL WILL NOT CREATE ANY CLAIM FOR ANY FOLLOW-UP EVENTS. THE ORGANIZER IS NOT LIABLE FOR ANY DAMAGES, WASTE EXPENSES OR OTHER COSTS THAT THE APPLICANT INCURRE IN CONNECTION WITH A CANCELLATION.

MAY OCCUR THE ORGANIZER TRANSMITS THE CANCELLATION OR ACKNOWLEDGMENT BY E-MAIL. IF THE APPLICANT HAS NOT OBJECTED, THE ORGANIZER WILL ADDITIONALLY SEND THE STANDARD COMMISSION CONTRACT (UNLESS THE APPLICANT HAS OBJECTED) AND THE INVOICE FOR THE PARTICIPATION FEES.

IF THE APPLICANT WISHES THE CONCLUSION OF THE COMMISSION CONTRACT, HE WILL SEND A SIGNED COPY TO THE EVENT SCHEDULER BEFORE THE EVENT BEGINS.

WHEN THE APPLICANT RECEIVES THE ACKNOWLEDGMENT, THE PARTICIPATION CONTRACT COMES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS OF PARTICIPATION.

### 3. REGISTRATION FEES; PAYMENT TERMS

50€ STANDARD REGISTRATION

75€ SUPERIOR REGISTRATION INCLUDING FEEDBACK ON THE WORK

150€ PREMIUM ZOOM CALL MEETING 1 hour with the gallery owner

50% GALLERY COMMISSION WILL BE CHARGED UPON SALE.

IF YOU WOULD LIKE TO GET OUT OF THE COMMISSION CONTRACT, THERE ARE THE FOLLOWING OPTIONS.

#### FREE OF GALLERY COMMISSION

1ST PAINTING 200€

2ND PAINTING 100€

3RD PAINTING 50€

THE FOLLOWING FEES PER WORK WILL BE CHARGED FOR PARTICIPATION:

PARTICIPATION WITH A WORK OF UP TO 1 SQM IS FREE.

FOR ADDITIONAL IMAGES THE FOLLOWING CHARGES APPLY:

1 PICTURE UP TO 1 SQM FREE UP TO 1.5 SQM 150€

2 PICTURES UP TO 1 SQM 200€ UP TO 1.5 SQM 300€

3 PICTURE 1SQM 150€ TO 1.5SQM 250€

IF THE PARTICIPANT IS NOT ABLE TO INSTALL THEIR WORK THEMSELVES (E.G. PARTICIPANTS FROM ABROAD WHO CANNOT BE PRESENT AT THE EVENT), THEY HAVE THE OPTION OF HANGING OR TO BOOK THE SETUP AND DISMANTLING OF YOUR WORK FOR A FEE OF 50 EUR.

ALL PRICES ARE NET PRICES AND DO NOT EXCLUDE VAT. STATUTORY SALES TAX, IF APPLICABLE.

THE GALLERY BENJAMIN ECK ONLY ACCEPTS PAYPAL PAYMENTS. ALL BANK FEES AND TRANSFER FEES THAT MAY APPLY MUST BE PAID BY THE PARTICIPANT.

#### 4. DELIVERY AND COLLECTION; DISCONSTRUCTION

THE PARTICIPANT IS RESPONSIBLE FOR HAVE THE WORK TO BE EXHIBITED DELIVERED ON TIME BEFORE THE START OF THE EVENT AT THEIR OWN EXPENSE AND PICKED UP AFTER THE CONTRACT END. DATES AND TIMES FOR DELIVERY AND COLLECTION OF THE WORKS ARE TO BE AGREED WITH THE ORGANIZER IN ADVANCE.

DELIVERY DATE IS June 14, 2024

PICKUP DATE/RETURN DATE (IF THE WORK IS NOT SOLD) IS June 24th, 2024

IF WORKS ARE DELIVERED BY SHIPPING, THE ORGANIZER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE OR COMPLICATIONS THAT OCCUR DURING DELIVERY OR RETURN

IF A RETURN IS DESIRED, THIS IS ONLY POSSIBLE WITH THE ENCLOSED RETURN NOTE AND ON-SITE PICK-UP.

AFTER THE EVENT, THE EXHIBITION PLACE WILL BE ACCEPTED. IF ANY OBVIOUSLY VISIBLE DAMAGE (UNNECESSARY HOLES, BREAKS, NON-REMOVABLE ADHESIVES/MATERIALS) IS FOUND, A FEE OF 100 EUR WILL BE CHARGED. WALLS MUST BE SPATULED AND PARTIALLY PAINTED AFTER THE EVENT IF HANGINGS HAVE BEEN ATTACHED BY THE PARTICIPANT.

#### 5. SERVICES OF THE ORGANIZER

ORGANIZATION AND ADMINISTRATION OF THE EVENT INCLUDING THE SPECIAL PROGRAM ME. PROVISION OF THE EXHIBITION AREA INCLUDING STANDARD LIGHTING.

OTHER SERVICES: WEBSITE ENTRY, PRODUCTION OF ADVERTISING MATERIALS AND PRESS RELATIONS.

#### 6. TERM OF THE CONTRACT; RESIGNATION; TERMINATION

THE CONTRACT WILL END TWO MONTHS AFTER THE EVENT DESIGN, BUT AT THE LATEST AT THE BEGINNING OF THE FOLLOWING ARTLAB. DURING THIS PERIOD THE WORKS WILL BE RESERVED FOR THE GALLERY FOR FURTHER DISCLOSURE.

THE ORGANIZER IS ENTITLED TO WITHDRAW FROM THE CONTRACT IF THERE IS AN IMPORTANT REASON. AN IMPORTANT REASON IS PARTICULARLY IF THE EVENT BECOMES COMPLETELY OR PARTIALLY IMPOSSIBLE DUE TO EVENTS FOR WHICH THE ORGANIZER IS NOT RESPONSIBLE.

FURTHER, THERE IS AN IMPORTANT REASON IF THE PARTICIPANT HAS NOT PAID THE FEES DUE PRIOR TO THE START OF THE EVENT. OTHER LEGAL AND CONTRACTUAL RIGHTS OF THE ORGANIZER REMAIN UNAFFECTED.

THE STATUTORY RIGHT TO EXTRAORDINARY TERMINATION WITHOUT NOTICE FOR IMPORTANT REASON REMAINS UNAFFECTED.

#### 7. HOUSE LAW, REMOVAL OF EXHIBITION ITEMS

THE ORGANIZER EXERCISES HOUSE RIGHTS WITHIN THE EVENT'S EVENT PREMISES. HE IS AUTHORIZED TO HAVE EXHIBITION ITEMS REMOVED IF THEIR EXHIBITION CONFLICTS APPLICABLE LAW, COMMUNITY, THESE TERMS AND CONDITIONS OF PARTICIPATION OR THE EXHIBITION PROGRAM OF THE EVENT. ADVERTISING FOR POLITICAL AND IDEAL PURPOSES IS PROHIBITED.

#### 8. LIMITATION OF LIABILITY

THE ORGANIZER SHALL BE LIABLE FOR INTENTIONAL AND GROSS NEGLIGENCE AS WELL AS INJURY TO LIFE, LIFE OR HEALTH AND FOR BREACH OF A GUARANTEE (WHICH SHOULD BE EXPRESSLY DESCRIBED AS SUCH IN ORDER TO BE APPLIED AS A GUARANTEE IN THE LEGAL SENSE), AS WELL AS UNDER THE PRODUCT LIABILITY ACT.

IN CASES OTHER THAN THOSE DESCRIBED IN THE PREVIOUS PARAGRAPH, THE ORGANIZER SHALL BE LIABLE FOR SLIGHT NEGLIGENCE ONLY IF A MAJOR CONTRACTUAL OBLIGATION IS BREACHED, AND ONLY LIMITED TO DAMAGES TYPICAL TO THE CONTRACT AND FORESEEABLE.

AN ESSENTIAL CONTRACTUAL OBLIGATION IS ONE WHOSE FULFILLMENT MAKES THE PURPOSE OF THE CONTRACT AVAILABLE AND THE PARTICIPANT MAY THEREFORE RELY ON THE FULFILLMENT OF THE PURPOSE OF THE CONTRACT.

OTHERWISE, THE ORGANIZER SHALL NOT BE LIABLE FOR SLIGHT NEGLIGENCE OR, FOR CLARIFICATION, NEITHER FOR FORCE MAJEURE.

THE FOREGOING LIMITATIONS OF LIABILITY APPLY ACCORDINGLY IN FAVOR OF THE LEGAL REPRESENTATIVES, BODIES, EMPLOYEES, AGENTS AND AGENTS OF THE ORGANIZER.

#### 9. RESERVATIONS/FINAL PROVISIONS

ALL EXHIBITORS ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS, GUIDELINES AND OTHER REGULATIONS APPLICABLE IN THE HOST COUNTRY IF THE ORGANIZER'S TERMS AND CONDITIONS OF PARTICIPATION DIFFER IN CONTENT FROM SUCH REGULATIONS. YOU ARE OBLIGED TO INFORM YOURSELF TIMELY AND COMPREHENSIVELY ABOUT THE RELEVANT REGULATIONS AT THE EVENT AND TO OBTAIN THE NECESSARY KNOWLEDGE.

THE ORGANIZER IS AUTHORIZED TO POSTPONE, SHORT, EXTEND OR DISCONTINUE THE EVENT, TEMPORARILY OR FINALLY OR TO CLOSE IN PARTS OR TOTAL, IF UNEXPECTED EVENTS SUCH AS FORCE MAJEURE, NATURAL DISASTERS, WAR, UN CALM, STRIKES , FAILURE OR DISABILITY OF TRAFFIC

AND/OR MESSAGE CONNECTIONS REQUIRE SUCH ACTION. IN THE CASE OF POSTPONEMENT, SHORTENING, EXTENSION OR CLOSURE, EXHIBITORS HAVE NO RIGHT TO REPRESENTATION FOR THE RESULTING DAMAGES.

IF, AS A RESULT OF SUCH A MEASURE, PARTICIPATION IS NO LONGER RELEVANT FOR THE EXHIBITOR AND HE THEREFORE WAIVES THE OCCUPYING OF THE ALLOCATED EXHIBITION SPACE, THEN HE IS ENTITLED TO WITHDRAW FROM THE CONTRACT. WITHDRAWAL MUST BE DECLARED IN WRITING IMMEDIATELY AFTER KNOWING OF THE CHANGE.

IN CASE OF ONE IF AN EVENT IS CANCELLED, THE ORGANIZER SHALL NOT BE LIABLE FOR ANY DAMAGES AND/OR OTHER DISADVANTAGES THAT RESULT IN THE EXHIBITOR IF THESE PROVISIONS ARE PARTIALLY ILLEGAL OR INACCURATE, THIS WILL NOT AFFECT THE VALIDITY OF THE OTHER PROVISIONS OR THE CONTRACT. IN THIS CASE, THE PARTIES OBLIGATE TO REPLACE THE INEFFECTIVE PROVISION WITH SUCH A PROVISION. TO FILL THE GAP WITH A REGULATION WHICH CAN BEST ACHIEVE THE COMMERCIAL PURPOSE PURSUED BY THE PARTIES.

ALL CHANGES TO THE CONTRACT MUST BE IN WRITING. THIS ALSO APPLIES TO CHANGES TO THE WRITTEN FORM CLAUSE ITSELF.

#### 10. PLACE OF PERFORMANCE / JURISDICTION

PLACE OF PERFORMANCE IS THE ORGANIZER'S HEADQUARTERS. JURISDICTION IS MUNICH. THE ORGANIZER IS ALSO ENTITLED, AT HIS CHOICE, TO ASSEMBLY HIS CLAIMS IN THE COURT OF THE PLACE WHERE THE PARTICIPANT HAS ITS HEADQUARTERS OR BRANCH.

#### 11. PLACE OF PERFORMANCE / LEGAL ORDINANCE

THE PLACE OF SERVICE IS THE DOMICILE OF THE ORGANIZER. THE LEGAL ORDER IS MUNICH. THE ORGANIZER MAY ALSO BRING CLAIMS IN COURT OF JUDICIARY REGARDING THE PARTICIPANT'S PARTICIPATION.

#### DISCLAIMER

##### LIMITATION OF LIABILITY FOR INTERNAL CONTENT

THE CONTENT OF OUR WEBSITE IS COMPOSED WITH METICU-LOUS CARE AND THE BEST OF OUR KNOWLEDGE. HOWEVER, WE CANNOT ASSUME ANY LIABILITY FOR THE UP-TO-DATA, COMPLETENESS OR ACCURACY OF THE SITES.

PURSUANT TO SECTION 7, PARA. 1 OF THE TMG (TELEMEDI-ENGESETZ - TELE-MEDIA LEGAL STATUTE UNDER GERMAN LEGISLATION) WE AS A SERVICE PROVIDER ARE LIABLE FOR OUR

OWN CONTENT ON THESE PAGES IN ACCORDANCE WITH GENERAL LAWS. HOWEVER, AS A SERVICE PROVIDER, WE ARE NOT OBLIGED ACCORDING TO §§ 8 TO 10 TMG TO MONITOR EXTERNAL INFORMATION THAT IS MADE AVAILABLE OR STORED ON OUR WEBSITE.

IF WE BE AWARE OF A PARTICULAR VIOLATION OF THE LAW, WE WILL IMMEDIATELY REMOVE THE CONTENT. ANY LIABILITY IN THIS CASE CAN ONLY BE ASSUMED FROM THE TIME THE BREACH OF CONTRACT BECOME NOTIFICABLE TO US.

#### LIMITATION OF LIABILITY FOR EXTERNAL LINKS

OUR WEBSITE CONTAINS LINKS TO THIRD-PARTY SITES ("EXTERNAL LINKS"). SINCE THE CONTENT OF THESE SITES IS NOT UNDER OUR CONTROL, WE CANNOT ACCEPT ANY LIABILITY FOR SUCH EXTERNAL CONTENT. IN ALL CASES, THE INFORMATION PROVIDER OF THE AFFILIATED SITES IS RESPONSIBLE FOR THE CONTENT AND ACCURACY OF THE INFORMATION PROVIDED.

WE CANNOT BE ACKNOWLEDGED OF ANY VIOLATIONS OF THE LAW WHILE THE LINKS WERE BROUGHT. AS SOON AS WE BECOME AWARE OF A VIOLATION OF THE LAW, WE WILL IMMEDIATELY REMOVE THE CONNECTED LINK.

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THE CONTENT AND THE WORKS PUBLISHED ON THIS WEBSITE COMPLY WITH COPYRIGHT LAWS. ANY DISTRIBUTION, PROCESSING, DISTRIBUTION OR ANY FORM OF USE BEYOND THE COPYRIGHT AUTHOR MUST REQUIRE THE PRIOR WRITTEN CONSENT OF THE AUTHOR OR AUTHORS IN QUESTION.

#### DATA PROTECTION

A VISIT TO OUR WEBSITE MAY RESULT IN THE STORAGE OF INFORMATION ABOUT ACCESS (DATE, TIME, PAGE ACCESSIBLE) ON OUR SERVER. THIS IS NOT AN ANALYSIS OF PERSONAL DATA (E.G., NAME, ADDRESS OR E-MAIL -ADDRESS).

IF PERSONAL DATA IS COLLECTED, IT WILL ONLY BE - IF POSSIBLE - WITH THE PRIOR CONSENT OF THE WEBSITE USER. ANY TRANSFER OF THE DATA TO THIRD PARTIES WILL NOT TAKE PLACE WITHOUT THE EXPRESS CONSENT OF THE USER.

WE WOULD LIKE TO EXPRESSLY POINT OUT THAT THE TRANSMISSION OF DATA OVER THE INTERNET (E.G. VIA E-MAIL) MAY RESULT IN SECURITY BREACHES. IT IS THEREFORE IMPOSSIBLE TO COMPLETELY PROTECT THE DATA AGAINST ACCESS BY THIRD PARTIES. WE CANNOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH SECURITY BREACHES.

THE USE OF PUBLISHED CONTACT DETAILS BY THIRD PARTIES FOR ADVERTISING PURPOSES IS EXPRESSLY EXCLUDED. WE RESERVE THE RIGHT TO TAKE LEGAL ACTION IN THE EVENT OF UNAUTHORIZED TRANSMISSION OF ADVERTISING INFORMATION; E.G., BY SPAM MAIL.

## I. NAME AND ADDRESS OF THE RESPONSIBLE

GALLERY BENJAMIN ECK

Müllerstrasse 46a

80469 Munich Germany

Tel.: +49 152 33 52 49 57

Email: [artlab@benjamin-eck.com](mailto:artlab@benjamin-eck.com)

Website: <http://www.artlabmunich.com>

## II. GENERAL INFORMATION ON DATA PROCESSING

### 1. Scope of processing of personal data

In principle, we only process personal data of our users to the extent that this is necessary to provide a functional website and our content and services. The processing of our users' personal data regularly only takes place with the user's consent.

An exception applies in cases in which obtaining prior consent is not possible for actual reasons and the processing of the data is permitted by legal regulations.

### 2. Legal basis for processing personal data

To the extent that we obtain the consent of the data subject for processing personal data, Article 6 Paragraph 1 Letter a of the EU General Data Protection Regulation (GDPR) serves as the legal basis.

When processing personal data that is necessary to fulfill a contract to which the data subject is a party, Art. 6 Para. 1 lit. b GDPR serves as the legal basis. This also applies to processing operations that are necessary to carry out pre-contractual measures.

If the processing of personal data is necessary to fulfill a legal obligation to which our company is subject, Art. 6 Para. 1 lit. c GDPR serves as the legal basis.

In the event that the vital interests of the data subject or another natural person require the processing of personal data, Article 6 Paragraph 1 Letter d GDPR serves as the legal basis.

Is the processing necessary to protect the legitimate interests of our company or a third party and these outweigh these

If the interests, fundamental rights and freedoms of the data subject do not cover the first-mentioned interest, Article 6 Paragraph 1 Letter f of the GDPR serves as the legal basis for the processing.

### 3. Data deletion and storage period

The personal data of the data subject will be deleted or blocked as soon as the purpose of storage no longer applies. Storage can also take place if this has been provided for by the European or national legislator in EU regulations, laws or other regulations to which the person responsible is subject. The data will also be blocked or deleted if a storage period prescribed by the standards mentioned expires, unless there is a need for further storage of the data to conclude or fulfill a contract.

### III. PROVISION OF THE WEBSITE AND CREATION OF LOG FILES

#### 1. Description and scope of data processing

Every time our website is accessed, our system automatically collects data and information from the computer system of the accessing computer.

The following data is collected:

- (1) Information about the browser type and version used
- (2) The user's operating system
- (3) The user's Internet service provider
- (4) The user's IP address
- (5) Date and time of access
- (6) Websites from which the user's system accesses our website
- (7) Websites that are accessed by the user's system via our website

The data is also stored in the log files of our system. This data is not stored together with other personal data of the user.

#### 2. Legal basis for data processing

The legal basis for the temporary storage of data and log files is Article 6 Paragraph 1 Letter f GDPR.

#### 3. Purpose of data processing

The temporary storage of the IP address by the system is necessary in order to deliver the website to the user's computer

to enable. To do this, the user's IP address must remain stored for the duration of the session.

The data is stored in log files to ensure the functionality of the website. The data also serves us to optimize the website and to ensure the security of our information technology systems. The data will not be evaluated for marketing purposes in this context.

These purposes also include our legitimate interest in data processing in accordance with Article 6 Paragraph 1 Letter f of the GDPR.

#### 4. Duration of storage

The data will be deleted as soon as it is no longer required to achieve the purpose for which it was collected. If the data is collected to provide the website, this is the case when the respective session has ended.

If the data is stored in log files, this is the case after seven days at the latest. Storage beyond this is possible. In this case, the users' IP addresses are deleted or altered so that it is no longer possible to assign the calling client.

#### 5. Possibility of objection and removal



The collection of data to provide the website and the storage of the data in log files is absolutely necessary for the operation of the website. There is therefore no possibility for the user to object.

#### IV. USE OF COOKIES

##### a) Description and scope of data processing

Our website uses cookies. Cookies are text files that are stored in the Internet browser or by the Internet browser on the user's computer system. If a user accesses a website, a cookie can be stored on the user's operating system. This cookie contains a characteristic string that allows the browser to be uniquely identified when the website is accessed again.

We use cookies to make our website more user-friendly. Some elements of our website require that the accessing browser can be identified even after a page change.

The following data is stored and transmitted in the cookies:

- (1) Language settings
- (2) Log-in information

##### b) Legal basis for data processing

The legal basis for the processing of personal data using cookies is Article 6 (1) (f) GDPR.

##### c) Purpose of data processing

The purpose of using technically necessary cookies is to simplify the use of websites for users. Some functions of our website cannot be offered without the use of cookies. For this it is necessary that the browser is recognized even after a page change.

We need cookies for the following applications:

- (1) Adopting language settings
- (2) Acceptance of log-in information

The user data collected through technically necessary cookies is not used to create user profiles.

##### e) Duration of storage, possibility of objection and removal

Cookies are stored on the user's computer and sent to our site by the user. Therefore, as a user, you also have full control over the use of cookies. By changing the settings in your internet browser, you can deactivate or restrict the transmission of cookies. Cookies that have already been saved can be deleted at any time. This can also be done automatically. If cookies are deactivated for our website, it may no longer be possible to fully use all functions of the website.

## V. WEB FONTS BY ADOBE TYPEKIT

This site uses so-called web fonts, which are provided by Adobe Typekit, for the uniform display of fonts. When you access a page, your browser loads the required web fonts into your browser cache in order to display texts and fonts correctly.

For this purpose, the browser you use must connect to the Adobe Typekit servers. This gives Adobe Typekit knowledge that our website was accessed via your IP address. The use of Adobe Typekit Web Fonts is in the interest of a uniform and attractive presentation of our website

Online offers. This represents a legitimate interest within the meaning of Article 6 Paragraph 1 Letter f GDPR.

If your browser does not support web fonts, a standard font will be used by your computer.

For more information about Adobe Typekit Web Fonts, see at <https://typekit.com/> and in the Adobe Typekit privacy policy: <https://www.adobe.com/de/privacy/policies/typekit.html>

## VI. CONTACT FORMULAR AND E-MAIL CONTACT FORM

### 1. Description and scope of data processing

There is a contact form on our website that can be used to contact us electronically. If a user takes advantage of this option, the data entered in the input mask will be transmitted to us and stored.

The data required for this is:

- (1) Name
- (2) Email address
- (3) Message from the user

The user can enter all other information voluntarily.

At the time the message is sent, the following data is also stored

- (1) Date and time at the time of sending

Alternatively, you can contact us using the email address provided. In this case, the user's personal data transmitted with the email will be stored.

### 2. Legal basis for data processing

The legal basis for processing the data to process the contact request is Art. 6 Para. 1 lit. a GDPR.

The legal basis for the processing of data transmitted in the course of sending an email is Article 6 Paragraph 1 Letter f

GDPR. If the email contact is aimed at concluding a contract, the additional legal basis for the processing is Article 6 Paragraph 1 Letter b GDPR.

### 3. Purpose of data processing

We process the personal data from the input mask solely to process the contact. If you contact us via email, this also represents the necessary legitimate interest in processing the data.

The other personal data processed during the sending process serves to prevent misuse of the contact form and to ensure the security of our information technology systems.

### 4. Duration of storage

The data will be deleted as soon as it is no longer required to achieve the purpose for which it was collected. For the personal data from the input mask of the contact form and those that were sent by email, this is the case when the respective conversation with the user has ended. The conversation ends when it can be seen from the circumstances that the matter in question has been finally clarified.

The additional personal data collected during the sending process will be deleted after a period of seven days at the latest.

### 5. Possibility of objection and removal

The user has the option to revoke his consent to the processing of personal data at any time. If the user contacts us by email, they can object to the storage of their personal data at any time. In such a case, the conversation cannot continue.

To do this, send an email to [benjamin@benjamin-eck.com](mailto:benjamin@benjamin-eck.com).

In this case, all personal data that was stored in the course of contacting you will be deleted.

## VII. RIGHTS OF THE DATA SUBJECT

If your personal data is processed, you are the data subject within the meaning of the GDPR and you have the following rights towards the person responsible:

### 1. Right to information

You can request confirmation from the person responsible as to whether personal data concerning you is being processed by us.

If such processing occurs, you can request information from the person responsible about the following information:

- (1) the purposes for which the personal data are processed;
- (2) the categories of personal data that are processed;
- (3) the recipients or the categories of recipients to whom your personal data has been or will be disclosed;
- (4) the planned duration of storage of the personal data concerning you or, if specific information on this is not possible, criteria for determining the storage period;

- (5) the existence of a right to rectification or deletion of the personal data concerning you, a right to restrict processing by the person responsible or a right to object to this processing;
- (6) the existence of a right to lodge a complaint with a supervisory authority;
- (7) all available information about the origin of the data if the personal data is not collected from the data subject;
- (8) the existence of automated decision-making including profiling in accordance with Article 22 Paragraphs 1 and 4 GDPR and - at least in these cases - meaningful information about the logic involved as well as the scope and intended effects of such processing the person concerned.

You have the right to request information as to whether personal data concerning you will be transferred to a third country or to an international organization. In this context, you can request to be informed about the appropriate guarantees in accordance with Art. 46 GDPR in connection with the transfer.

## 2. Right to rectification

You have the right to request correction and/or completion from the person responsible if the processed personal data relating to you is incorrect or incomplete. The person responsible must make the correction immediately.

## 3. Right to restriction of processing

You can request the restriction of the processing of personal data concerning you under the following conditions:

- (1) if you verify the accuracy of the personal data relating to you

deny a period that allows the controller to verify the accuracy of the personal data;

- (2) the processing is unlawful and you refuse the deletion of the personal data and instead request the restriction of the use of the personal data;

(3) the person responsible no longer needs the personal data for the purposes of processing, but you use them to assert

need to exercise or defend legal claims, or

- (4) if you have lodged an objection to the processing in accordance with Article 21 Para. 1 GDPR and it is not yet clear whether the legitimate reasons of the person responsible outweigh your reasons.

If the processing of personal data concerning you has been restricted, this data - apart from its storage - may only be used with your consent or to assert, exercise or defend legal claims or to protect the rights of another natural or legal person or for reasons of an important public interest of the Union or a Member State.

If the restriction on processing has been restricted in accordance with the above conditions, you will be informed by the person responsible before the restriction is lifted.

## 4. Right to deletion

- a) Obligation to delete

You can request from the person responsible that the personal data concerning you be deleted immediately, and the person responsible is obliged to delete this data immediately if one of the following reasons applies:

- (1) The personal data concerning you are no longer necessary for the purposes for which they were collected or otherwise processed.
- (2) You revoke your consent on which the processing was based in accordance with Article 6 Paragraph 1 Letter a or Article 9 Paragraph 2 Letter a GDPR and there is no other legal basis for the processing.
- (3) You object to the processing in accordance with Art. 21 Para. 1 GDPR and there are no overriding legitimate reasons for the processing, or you object to the processing in accordance with Art. 21 Para. 2 GDPR processing.
- (4) The personal data concerning you were processed unlawfully.
- (5) The deletion of personal data concerning you is necessary to fulfill a legal obligation under Union law or the law of the Member States to which the controller is subject.
- (6) The personal data concerning you was collected in relation to

Information society services offered are collected in accordance with Article 8 Paragraph 1 GDPR.

#### b) Information to third parties

If the person responsible has made the personal data concerning you public and is obliged to delete it in accordance with Article 17 Para. 1 GDPR, he will take appropriate measures, including technical ones, taking into account the available technology and the implementation costs To inform data controllers who process the personal data that you, as the data subject, have requested them to delete all links to this personal data or copies or replications of this personal data.

#### c) Exceptions

The right to deletion does not exist if processing is necessary

- (1) to exercise the right to freedom of expression and information;
- (2) to fulfill a legal obligation that requires processing under the law of the Union or the Member States to which the controller is subject, or to carry out a task that is in the public interest or in the exercise of official authority was assigned to those responsible;
- (3) for reasons of public interest in the area of public health in accordance with Article 9 Paragraph 2 Letters h and i and Article 9 Paragraph 3 GDPR;
- (4) for archival purposes in the public interest, scientific or historical research purposes or for statistical purposes in accordance with.

Art. 89 Para. 1 GDPR, insofar as the law mentioned under section a) is likely to make the achievement of the objectives of this processing impossible or seriously impair it, or

- (5) to assert, exercise or defend legal claims.

it belongs to one's own point of view and to contest the decision.

10. Right to complain to a supervisory authority Without prejudice to any other administrative or judicial remedy, you have the right to complain to a supervisory authority, in particular in the Member State of your place of residence, your place of work or the place of the alleged violation, if you We believe that the processing of your personal data violates the GDPR.

The supervisory authority to which the complaint was submitted informs the complainant about the status and results of the complaint, including the possibility of a legal remedy in accordance with Art. 78 GDPR.

#### VIII. STATUS AND UPDATING OF THIS PRIVACY POLICY

This data protection declaration is dated April 18, 2024. We reserve the right to update the data protection declaration in due course in order to improve data protection and/or adapt it to changes in official practice or case law.