



Allgemeine Geschäftsbedingungen der Agentur on off media, Peter Fischbach (09/2010)

1. Allgemeines
Für sämtliche Geschäfte zwischen dem Kunden und der Agentur on off media (im folgenden on off media oder Agentur genannt), gelten ausschließlich diese „Allgemeinen Geschäftsbedingungen der Agentur on off media, Peter Fischbach“ (im folgenden AGB genannt). Entgegenstehende Geschäftsbedingungen des Kunden sind nur dann wirksam, wenn sie von der Agentur ausdrücklich und schriftlich anerkannt werden. Von diesen AGB abweichende oder diese ergänzende Vereinbarungen bedürfen der Schriftform. Sollten einzelne Bestimmungen dieser AGB unwirksam sein, so berührt dies die geschlossenen Verträge nicht. Die unwirksame Bestimmung ist durch eine wirksame, die ihr dem Sinn und Zweck am nächsten kommt, zu ersetzen.

2. Vertragsabschluss
Die Angabene der Agentur sind freibleibend. Der Kunde ist an seinen Auftrag zwei Wochen ab dem Vertragsabschluss bei on off media gebunden. Aufträge des Kunden gelten erst durch schriftliche Aufbestätigung der Agentur als angenommen, sofern on off media nicht – etwa durch Tätigwerden auf Grund des Auftrages – zu erkennen gibt, dass sie den Auftrag annimmt.

3. Leistung und Honorar
a) Wenn nichts anderes vereinbart ist, beginnt der Honorarsanspruch der Agentur für jede einzelne Leistung, sobald diese erbracht wurde, on off media ist berechtigt, zur Deckung ihres Aufwandes Vorschüsse zu verlangen.
b) Alle Leistungen der Agentur, die nicht ausdrücklich durch das vereinbarte Honorar abgegolten sind, werden gesondert entlohnt. Das gilt insbesondere für alle Nebenleistungen der Agentur.
c) Alle der Agentur erwachsenden, außerordentlichen, über den üblichen Geschäftsabtrieb hinausgehenden z.B. für Botendienste, außergewöhnliche Versandaktionen oder Reisen) sind vom Kunden zu ersetzen.
d) Kostenvoranschläge von on off media sind grundsätzlich unverbindlich. Wenn abzusehen ist, dass die tatsächlichen Kosten die von der Agentur schriftlich veranschlagten um mehr als 20 % übersteigen, wird die Agentur den Kunden auf die höheren Kosten hinweisen. Die Kostenüberschreitung gilt als vom Kunden genehmigt, wenn der Kunde nicht binnen 3 Tagen nach diesem Hinweis schriftlich widerspricht und gleichzeitig kostengünstigere Alternativen bekannt gibt.
e) Für alle Arbeiten der Agentur, die aus welchem Grund auch immer nicht zur Ausführung gelangen, wird der Agentur ein gesondertes Honorar mindestens jedoch in der Höhe von 75 % des vom Kunden an die mit der Herstellung, Verbreitung bzw. Veröffentlichung dieser Werbemittel beauftragten Dritten gezahlten Entgelts.

4. Präsentationen
a) Für die Teilnahme an Präsentationen steht on off media ein angemessenes Honorar zu, das zumindest den gesonderten Personal- und Sachaufwand der Agentur für die Präsentation sowie die Kosten sämtlicher Fremdleistungen deckt. Erhält die Agentur nach der Präsentation keinen Auftrag, so bleiben alle Leistungen der Agentur, insbesondere die Präsentationsunterlagen und deren Inhalt im Eigentum der Agentur; der Kunde ist nicht berechtigt, diese – in welcher Form immer – weiter zu nutzen; die Unterlagen sind vielmehr unverzüglich der Agentur zurückzustellen.
b) Werden die im Zuge einer Präsentation eingebrachten Ideen und Konzepte für die Lösung von Kommunikationsaufgaben nicht in von der Agentur gestellten Werbemittel verwendet, so ist on off media berechtigt, die präsentierten Ideen und Konzepte anderweitig zu verwenden.
c) Die Agentur und können von on off media durch den Kunden sind nur mit ausdrücklicher Zustimmung der Agentur und – soweit die Leistungen urheberrechtlich geschützt sind – des Urhebers zulässig.
d) Für die Nutzung von Leistungen der Agentur bzw. über den ursprünglichen vereinbarten Zweck und Nutzungsumfang hinausgeht, ist – unabhängig davon, ob diese Leistung urheberrechtlich geschützt ist – die Zustimmung der Agentur erforderlich. Dafür steht der Agentur und dem Urheber eine gesonderte angemessene Vergütung zu, angemessen ist grundsätzlich das in der Präsentation vereinbarte Honorar. Die Agentur schuldet mit der Bezahlung dieses vereinbarten Honorars die vereinbarte Leistung, nicht jedoch die zu diesem Ergebnis führenden Zwischenschritte in Form von Skizzen, Entwürfen, Produktionsdaten etc. Ohne gegenseitige Vereinbarung mit der Agentur darf der Kunde die Leistungen der Agentur nur selbst, ausschließlich in Deutschland und nur für die Dauer des Agenturvertrages nutzen.
e) Änderungen von Leistungen von on off media durch den Kunden sind nur mit ausdrücklicher Zustimmung der Agentur und – soweit die Leistungen urheberrechtlich geschützt sind – des Urhebers zulässig.
f) Für die Nutzung von Leistungen der Agentur bzw. über den ursprünglichen vereinbarten Zweck und Nutzungsumfang hinausgeht, ist – unabhängig davon, ob diese Leistung urheberrechtlich geschützt ist ebenfalls die Zustimmung der Agentur notwendig.
g) Dafür stehen der Agentur im 1. Jahr nach Vertragsende der volle Anspruch der im aufgeführten Vertrag vereinbarten Agenturvergütung, im Fallefall 65 % zu, im 2. bzw. 3. Jahr nach Ablauf des Vertrages nur mehr die Hälfte bzw. ein Viertel der im Vertrag vereinbarten Vergütung. Ab dem 4. Jahr nach Vertragsende ist keine Agenturvergütung mehr zu zahlen.

6. Kennzeichnung
Die Agentur ist berechtigt, auf allen Werbemitteln und bei allen Werbemaßnahmen in angemessener Weise auf die Agentur und auf den Urheber hinzuweisen, ohne dass dem Kunden dafür ein Entgeltanspruch zustünde.

7. Genehmigung
Alle Leistungen von on off media (insbesondere alle Werentwürfe, Skizzen, Freizeichnungen, Bildentwürfe, Blaupausen und Farbaufträge) sind vom Kunden zu überprüfen und binnen drei Tagen freizugeben. Bei nicht rechtzeitiger Freigabe gelten sie als vom Kunden genehmigt. Der Kunde wird insbesondere die rechtliche, vor allem die wettbewerbs- und kennzeichnungsrechtliche Zulässigkeit der Agenturleistungen überprüfen lassen. Die Agentur veranlasst eine externe rechtliche Prüfung nur auf schriftlichen Wunsch des Kunden; die damit verbundenen Kosten hat der Kunde zu tragen.

8. Termine
On off media bemüht sich, die Termine einzuhalten. Die Nichteinhaltung der Termine berechtigt den Kunden allerdings erst dann zur Geltendmachung der ihm gesetzlich zustehenden Rechte, wenn er der Agentur eine Nachfrist von mindestens 14 Tagen gewährt hat. Diese Frist beginnt mit dem Zugang eines Mahnschreibens an die Agentur. Eine Verpflichtung zur Leistung von Schadenersatz aus dem Titel des Verzuges besteht nur bei Vorsatz oder grober Fahrlässigkeit der Agentur. Unwiederbare oder unvorhersehbare Ereignisse – insbesondere Verzögerung bei Auftragsannahme der Agentur – entziehen die Agentur jedenfalls von der Einhaltung des vereinbarten Liefertermins.

9. Zahlung
Die Rechnungen von on off media sind prompt netto und ohne jeden Abzug ab Rechnungsdatum fällig, sofern nichts anderes vereinbart wurde. Bei verspäteter Zahlung gelten Verzugszinsen in der Höhe von derzeit 12 % p.a. als vereinbart. Gelerferte Waren bleiben bis zur vollständigen Bezahlung Eigentum der Agentur on off media. Der Kunde darf nur mit unbeschränktem oder rechtskräftig festgestellten Forderungen aufnehmen oder ein Zurückbehaltungsrecht geltend machen.

10. Gewährleistung und Schadenersatz
a) Der Kunde hat sämtliche Reklamationen innerhalb von 3 Tagen nach Leistung durch on off media schriftlich geltend zu machen und zu begründen. Im Fall berechtigter und nachzeitiger Reklamationen steht dem Kunden nur das Recht auf Verbesserung der Leistung durch die Agentur zu.
b) Schadenersatzansprüche des Kunden, insbesondere wegen Verzugs, Unmöglichkeit der Leistung, Unwiederbare oder unvorhersehbare Ereignisse, Verschuldens bei Vertragsabschluss, mangelhafter oder unvollständiger Leistung, Mängelrückschaden oder wegen unerlaubter Handlungen sind ausgeschlossen, soweit sie nicht auf Vorsatz oder grober Fahrlässigkeit der Agentur beruhen. Für die ihr zur Bearbeitung überlassenen Unterlagen des Kunden übernimmt on off media keine Haftung.

11. Auftragserteilung über die Agentur
a) Der Kunde verpflichtet sich, sämtliche Werbemaßnahmen für das betrouete Produkt bzw. die betreute Dienstleistung über die Agentur abwickeln zu lassen. Insbesondere ist der Kunde für das betreute Produkt Aufträge zur Einschaltung in alle Medien ausschließlich über die Agentur.
b) Er überträgt der Agentur außerdem das Recht, die Herstellung (Produktion) aller für die Durchführung von Werbemaßnahmen notwendigen Unterlagen in seinem Namen und auf seine Verantwortung an Lieferanten bzw. Dienstleister (Dritte) auf der Basis der in Punkt 3.d) dieses Vertrages geregelten und dem Kunden schriftlich oder mündlich mitgeteilten Kostenvorschläge bzw. Angeboten in Auftrag zu geben.
c) Wenn die Herstellung (Produktion) nicht über von der Agentur genannte Hersteller beauftragt wird, ist die Agentur berechtigt, für die Erstellung der Auftragspezifikation bzw. Abwicklung eine Manipulationspauschale von mindestens EUR 80,- dem Kunden in Rechnung zu stellen.

12. Wervertungsgesellschaften
a) Der Kunde verpflichtet sich, eventuell anfallende Gebühren an Wervertungsgesellschaften wie beispielsweise an die Gema abzuführen. Werden diese Gebühren von der Agentur vorauslag, so verpflichtet sich der Kunde, diese der Agentur gegen Nachweis zu erstatten. Dies kann wenn er die Beendigung des Vertragsverhältnisses erfolgt.
b) Der Kunde ist darüber informiert, dass bei der Auftragsvergabe im künstlerischen, konzeptionellen und werberbetriebslichen Bereich an eine nicht-juristische Person eine Künstlerkassenzuallage an die Künstlerkassenzuallage zu leisten ist. Diese Abgabe darf vom Kunden nicht von der Agenturrechnung in Abzug gebracht werden. Für die Einhaltung der Anmelde- und Abgabepflicht ist der Kunde zuständig und selbst verantwortlich.

13. Leistungen Dritter
Auf die Geschäftsbeziehungen zwischen dem Kunden und on off media ist ausschließlich deutsches Recht anzuwenden.

14. Haftung
Die Agentur wird die ihr übertragenen Leistungen unter Beachtung der allgemeinen anerkannten Rechtsgrundsätze durchführen und den Kunden rechtzeitig auf für sie erkennbare gewichtige Risiken hinweisen. Für die Einhaltung der gesetzlichen, insbesondere der wettbewerbsrechtlichen Vorschriften auch bei den von der Agentur vorgeschlagenen Werbemaßnahmen ist aber der Kunde selbst verantwortlich. Er wird eine von der Agentur vorgeschlagene Werbemaßnahme (ein von der Agentur vorgeschlagenes Kennzeichen) erst dann freigeben, wenn er sich selbst von der wettbewerbsrechtlichen (kennzeichnungsrechtlichen) Unbedenklichkeit vergewissert hat oder wenn er bereit ist, mit der Durchführung der Werbemaßnahmen (der Verwendung des Kennzeichens) verbundene Risiko selbst zu tragen. Jegliche Haftung der Agentur für Ansprüche, die auf Grund der Werbemaßnahmen (der Verwendung eines Kennzeichens) gegen den Kunden erhoben werden, wird ausdrücklich ausgeschlossen, wenn die Agentur ihrer Hinweispflicht nachgekommen ist; insbesondere haftet on off media nicht für Prozesskosten, eigene Anwaltskosten des Kunden oder Kosten von Unlöslichkeitsverfahren sowie für allfällige Schadenersatzforderungen oder ähnliche Ansprüche Dritter. Für den Fall, dass wegen der Durchführung einer Werbemaßnahme (der Verwendung eines Kennzeichens) on off media selbst in Anspruch genommen wird, hält der Kunde die Agentur schad- und klaglos; der Kunde hat der Agentur somit sämtliche finanzielle und sonstige Nachteile (gesetzlich im materiellen Schäden) zu ersetzen, die on off media aus der Inanspruchnahme durch einen Dritten entstehen.

15. Anzuwendendes Recht
Auf die Geschäftsbeziehungen zwischen dem Kunden und on off media ist ausschließlich deutsches Recht anzuwenden.

16. Erfüllungsort und Gerichtsstand
Erfüllungsort ist der Sitz der Agentur, Stuttgart. Als Gerichtsstand für alle sich unmittelbar zwischen on off media und dem Kunden ergebenden Streitigkeiten wird das für den Sitz der Agentur örtlich und sachlich zuständige deutsche Gericht vereinbart.

Stand 01.09.10

Privacy Policy

We are very delighted that you have shown interest in our enterprise. Data protection is of a particularly high priority for the management of On Off Media – Peter Fischbach. The use of the Internet pages of On Off Media – Peter Fischbach is possible without any indication of personal data; however, if a data subject wants to use special enterprise services via our website, processing of personal data could become necessary. If the processing of personal data is necessary and there is no statutory basis for such processing, we generally obtain consent from the data subject.

The processing of personal data, such as the name, address, e-mail address, or telephone number of a data subject shall always be in line with the General Data Protection Regulation (GDPR), and in accordance with the country-specific data protection regulations applicable to On Off Media – Peter Fischbach. By means of this data protection declaration, our enterprise would like to inform the general public of the nature, scope, and purpose of the personal data we collect, use and process. Furthermore, data subjects are informed, by means of this data protection declaration, of the rights to which they are entitled.

As the controller, On Off Media – Peter Fischbach has implemented numerous technical and organizational measures to ensure the most complete protection of personal data processed through this website. However, Internet-based data transmissions may in principle have security gaps, so absolute protection may not be guaranteed. For this reason, every data subject is free to transfer personal data to us via alternative means, e.g. by telephone.

1. Definitions

The term personal declaration of On Off Media – Peter Fischbach is based on the terms used by the European legislator for the adoption of the General Data Protection Regulation (GDPR). Our data protection declaration should be legible and understandable for the general public, as well as our customers and business partners. To ensure this, we would like to first explain the terminology used.

In this data protection declaration, we use, inter alia, the following terms:

a) Personal data

Personal data means any information relating to an identified or identifiable natural person ("data subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b) Data subject

Data subject is any identified or identifiable natural person, whose personal data is processed by the controller responsible for the processing.

c) Processing

Processing is any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

d) Restriction of processing

Restriction of processing is the marking of stored personal data with the aim of limiting their processing in the future.

e) Profiling

Profiling means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

f) Pseudonymisation

Pseudonymisation is the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

g) Controller or controller responsible for the processing

Controller or controller responsible for the processing is the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

h) Processor

Processor is a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

i) Recipient

Recipient is a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing.

j) Third party

Third party is a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

k) Consent

Consent of the data subject is any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

2. Name and Address of the controller

Controller for the purposes of the General Data Protection Regulation (GDPR), other data protection laws applicable in Member states of the European Union and other provisions related to data protection is:

On Off Media – Peter Fischbach
Moerikestr. 12a
70178 Stuttgart
Germany
Phone: 07199337160
Email: pf@onoffmedia.com
Website: http://www.onoffmedia.com

3. Cookies

The Internet pages of On Off Media – Peter Fischbach use cookies. Cookies are text files that are stored in a computer system via an Internet browser. Many Internet sites and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier of the cookie. It consists of a character string through which Internet pages and servers can be assigned to the specific Internet browser in which the cookie was stored. This allows visited Internet sites and servers to differentiate the individual browser of the data subject from other Internet browsers that contain other cookies. A specific Internet browser can be recognized and identified using the cookie ID. Through the use of cookies, On Off Media – Peter Fischbach can provide the users of this website with more user-friendly services that would not be possible without the cookie setting. By means of a cookie, the information and offers on our website can be optimized with the user in mind, cookies allow us, as previously mentioned, to recognize our website users. The purpose of this recognition is to make it easier for users to utilize our website. The website user that uses cookies, e.g. does not have to enter access data each time the website is accessed, because this data is taken over by the website, and the cookie is thus stored on the user's computer system. Another example is the cookie of a shopping cart in an online shop. The online store remembers the articles that a customer has placed in the virtual shopping cart via a cookie.

The data subject may, at any time, prevent the setting of cookies through our website by means of a corresponding setting of the Internet browser used, and may thus permanently deny the setting of cookies. Furthermore, already set cookies may be deleted at any time via an Internet browser or other software programs. This is possible in all popular Internet browsers. If the data subject deactivates the setting of cookies in the Internet browser used, not all functions of our website may be entirely usable.

4. Collection of general data and information

The website of On Off Media – Peter Fischbach collects a series of general data and information when a data subject or automated system calls up the website. This general data and information is stored in the server log files. Collected may be (1) the browser types and versions used, (2) the operating system used by the accessing system, (3) the website from which an accessing system reaches our website (so-called referrers), (4) the sub-websites, (5) the date and time of access to the Internet site, (6) an Internet protocol address (IP address), (7) the Internet service provider of the accessing system, and (8) any other similar data and information that may be used in the event of attacks on our information technology systems.

When using these general data and information, On Off Media – Peter Fischbach does not draw any conclusions about the data subject. Rather, this information is needed to (1) deliver the content of our website correctly, (2) optimize the content of our website as well as its advertisement, (3) ensure the long-term viability of our information technology systems and website technology, and (4) provide law enforcement authorities with the information necessary for criminal prosecution in case of a cyber-attack. Therefore, On Off Media – Peter Fischbach analyzes anonymously collected data and information statistically, with the aim of increasing the security of our website and data security of our enterprise, and to ensure an optimal level of protection for the personal data we process. The anonymous data of the server log files are stored separately from all personal data provided by a data subject.

5. Routine erasure and blocking of personal data

The data controller shall process and store the personal data of the data subject only for the period necessary to achieve the purpose of storage, or as far as this is granted by the European legislator or other legislators in laws or regulations to which the controller is subject to.

If the storage purpose is not applicable, or if a storage period prescribed by the European legislator or another competent legislator expires, the personal data are routinely blocked or erased in accordance with legal requirements.

6. Rights of the data subject

a) Right of confirmation

Each data subject shall have the right granted by the European legislator to obtain from the controller the confirmation as to whether or not personal data concerning him or her are being processed. If a data subject wishes to avail himself of this right of confirmation, he or she may, at any time, contact any employee of the controller.

b) Right of access

Each data subject shall have the right granted by the European legislator to obtain from the controller free information about his or her personal data stored at any time and a copy of this information. Furthermore, the European directives and regulations grant the data subject access to the following information:

the purposes of the processing;
the categories of personal data concerned;
the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
the existence of the right to request from the controller rectification or erasure of personal data, or restriction of processing of personal data concerning the data subject, or to object to such processing;

the existence of the right to lodge a complaint with a supervisory authority;
where the personal data are not collected from the data subject, any available information as to their source;
the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) of the GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

Furthermore, the data subject shall have a right to obtain information as to whether personal data are transferred to a third country or to an international organisation. Where this is the case, the data subject shall have the right to be informed of the appropriate safeguards relating to the transfer.

If a data subject wishes to avail himself of this right of access, he or she may, at any time, contact any employee of the controller.

c) Right to rectification

Each data subject shall have the right granted by the European legislator to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

If a data subject wishes to exercise this right to rectification, he or she may, at any time, contact any employee of the controller.

d) Right to erasure (Right to be forgotten)

Each data subject shall have the right granted by the European legislator to obtain from the controller the erasure of personal data concerning him or her without undue delay, and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies, as long as the processing is not necessary:

The personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed.
The data subject withdraws consent to which the processing is based according to point (a) of Article 6(1) of the GDPR, or point (a) of Article 9(2) of the GDPR, and where there is no other legal ground for the processing.
The data subject objects to the processing pursuant to Article 21(1) of the GDPR or the data subject objects to the processing pursuant to Article 21(2) of the GDPR.
The personal data have been unlawfully processed.
The processing of personal data was based on compliance with a legal obligation in Union or Member State law to which the controller is subject.

The personal data have been collected in relation to the offer of information society services referred to in Article 8(1) of the GDPR.

If one of the aforementioned reasons applies, and a data subject wishes to request the erasure of personal data stored by On Off Media – Peter Fischbach, he or she may, at any time, contact any employee of the controller. An employee of On Off Media – Peter Fischbach shall promptly ensure that the erasure request is complied with immediately.

Where the controller has made personal data public and is obliged pursuant to Article 17(1) to erase the personal data, the controller, taking account of available technology and the cost of implementation, shall take reasonable steps, including technical measures, to inform other controllers processing the personal data that the data subject has requested erasure by such controllers of any links to, or copy or replication of, those personal data, as far as processing is not required. An employee of On Off Media – Peter Fischbach will arrange the necessary measures in individual cases.

e) Right of restriction of processing

Each data subject shall have the right granted by the European legislator to obtain from the controller the restriction of the processing of personal data concerning him or her. The accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data.
The processing is unlawful and the data subject opposes the erasure of the personal data and requests instead the restriction of their use instead.
The controller has objected to processing pursuant to Article 21(1) of the GDPR pending the verification whether the legitimate grounds of the controller override those of the data subject.
If one of the aforementioned conditions is met, and a data subject wishes to request the restriction of the processing of personal data stored by On Off Media – Peter Fischbach, he or she may at any time contact any employee of the controller. The employee of On Off Media – Peter Fischbach will arrange the restriction of the processing.

f) Right to data portability

Each data subject shall have the right granted by the European legislator, to receive the personal data concerning him or her, which was provided to a controller, in a structured, commonly used and machine-readable format. He or she shall have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, as long as the processing is based on consent pursuant to point (a) of Article 6(1) of the GDPR or point (a) of Article 9(2) of the GDPR, or on a contract pursuant to point (b) of Article 6(1) of the GDPR, and the processing is carried out by automated means, as long as the processing is not necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

Furthermore, in exercising his or her right to data portability pursuant to Article 20(1) of the GDPR, the data subject shall have the right to have personal data transmitted directly from one controller to another, where technically feasible and when doing so does not adversely affect the rights and freedoms of others.

In order to assert the right to data portability, the data subject may at any time contact any employee of On Off Media – Peter Fischbach.

g) Right to object

Each data subject shall have the right granted by the European legislator to object, on grounds relating to his or her particular situation, at any time, to processing of personal data concerning him or her, which is based on point (e) or (f) of Article 6(1) of the GDPR. This also applies to profiling based on these provisions.

On Off Media – Peter Fischbach shall no longer process the personal data in the event of the objection, unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or for the establishment, exercise or defence of legal claims.

If On Off Media – Peter Fischbach processes personal data for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing purposes. On Off Media – Peter Fischbach will no longer process the personal data for these purposes.

In addition, the data subject has the right, on grounds relating to his or her particular situation, to object to the processing of personal data concerning him or her by On Off Media – Peter Fischbach for scientific or historical research purposes, or for statistical purposes pursuant to Article 89(1) of the GDPR, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

In order to exercise the right to object, the data subject may contact any employee of On Off Media – Peter Fischbach. In addition, the data subject is free in the context of the use of information society services, and notwithstanding Directive 2002/58/EC, to use his or her right to object by automated means using technical specifications.

h) Automated individual decision-making, including profiling

Each data subject shall have the right granted by the European legislator not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her, or similarly significantly affects him or her, as long as the decision (1) is not necessary for entering into, or the performance of, a contract between the data subject and a data controller, or (2) is not authorised by Union or Member State law to which the controller is subject and which also lays down suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, or (3) is based on the data subject's explicit consent.

If the decision (1) is necessary for entering into, or the performance of, a contract between the data subject and a data controller, or (2) it is based on the data subject's explicit consent, On Off Media – Peter Fischbach shall implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the controller, to express his or her point of view and to contest the decision.

If the data subject wishes to exercise this right concerning automated individual decision-making, he or she may, at any time, contact any employee of On Off Media – Peter Fischbach.

i) Right to withdraw data protection consent

Each data subject shall have the right granted by the European legislator to withdraw his or her consent to processing of his or her personal data at any time.

If the data subject wishes to exercise the right to withdraw the consent, he or she may, at any time, contact any employee of On Off Media – Peter Fischbach.

7. Data protection for applications and the application procedures

The data controller shall collect and process the personal data of applicants for the purposes of the processing of the application procedure. The processing may also be carried out electronically. This is the case, in particular, if an applicant submits corresponding application documents by e-mail or by means of a web form on the website to the controller. If the data controller concludes an employment contract with an applicant, the submitted data will be stored for the purpose of processing the employment relationship in compliance with legal requirements. If no employment contract is concluded with the applicant by the controller, the application documents shall be automatically erased two months after notification of the refusal decision, provided that no other legitimate interests of the controller are opposed to the erasure. Other legitimate interests in this relation is, e.g. a burden of proof in a procedure under the General Equal Treatment Act (AGG).

8. Data protection provisions about the application and use of Google Analytics (with anonymization function)

On this website, the controller has integrated the components of Google Analytics (with the anonymizer function). Google Analytics is a web analytics service. Web analytics is the collection, gathering and analysis of data about the behavior of visitors to websites. A web analytics service collects, inter alia, data about the website from which a person has come (the so-called referrer), which sub-pages were visited, or how often and for what duration a sub-page was viewed. Web analytics are mainly used for the optimization of a website and in order to carry out a cost-benefit analysis of Internet advertising.

The operator of the Google Analytics component is Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, United States.

For the web analytics through Google Analytics the controller uses the application „_gat._anonymizeIp“. By means of this application the IP address of the Internet connection of the data subject is bridged by Google and anonymised when accessing our websites from a Member State of the European Union or another Contracting State to the Agreement on the European Economic Area.

The purpose of the Google Analytics component is to analyze the traffic on our website. Google uses the collected data and information, inter alia, to evaluate the use of our website and to provide online reports, which show the activities on our websites, and to provide other services concerning the use of our Internet site or our website.

Google Analytics places a cookie on the information technology system of the data subject. The definition of cookies is explained above. With the setting of the cookie, Google is enabled to analyze the use of our website. With this call-to-up to one of the individual pages of this Internet site, which is operated by the controller and into which a Google Analytics component was integrated, the Internet browser on the information technology system of the data subject will automatically submit data through the Google Analytics component for the purpose of online advertising and the settlement of commissions to Google. During the course of this technical procedure, the enterprise Google gains knowledge of personal information, such as the IP address of the data subject, which serves Google, inter alia, to understand the origin of visitors and clicks, and subsequently create commission settlements.

The cookie is used to store personal information, such as the access time, the location from which the access was made, and the frequency of visits of our website by the data subject. With each visit to our Internet site, such personal data, including the IP address of the Internet access used by the data subject, will be transmitted to Google in the United States of America. These personal data are stored by Google in the United States of America. Google may pass these personal data collected through the technical procedure to third parties.

The data subject may, as stated above, prevent the setting of cookies through our website at any time by means of a corresponding adjustment of the web browser used and thus permanently deny the setting of cookies. Such an adjustment to the Internet browser used would also prevent Google Analytics from setting a cookie on the information technology system of the data subject. In addition, cookies already in use by Google Analytics may be deleted at any time via a web browser or other software programs.

In addition, the data subject has the possibility of objecting to a collection of data that are generated by Google Analytics which are linked to the use of this website, as well as the processing of this data by Google and the chance to preclude any access. For this purpose, the data subject must download a browser add-on under the link <https://tools.google.com/dlpage/gaoptout> and install it. This browser add-on tells Google Analytics through a JavaScript, that if any data and information about the visits of Internet pages may not be transmitted to Google Analytics. The installation of the browser add-ons is considered an objection by Google. If the information technology system of the data subject is later deleted, formatted, or newly installed, then the data subject must reinstall the browser add-on to disable Google Analytics. If the browser add-on was not installed by the data subject or any other person who is attributable to their sphere of competence, or is disabled, it is possible to execute the reinstallation or reactivation of the browser add-ons.

Further information and the applicable data protection provisions of Google may be retrieved under <https://www.google.com/intl/en/policies/privacy/> and under <http://www.google.com/analytics/terms/us.html>. Google Analytics is further explained under the following link <https://www.google.com/analytics/>.

9. Legal basis for the processing

Art. 6(1) lit. a GDPR serves as the legal basis for processing operations for which we obtain consent for a specific processing purpose. If the processing of personal data is necessary for the performance of a contract to which the data subject is party, as is the case, for example, when processing operations are necessary for the supply of goods or to provide any other service, the processing is based on Article 6(1) lit. b GDPR. The same applies to such processing operations which are necessary for carrying out pre-contractual measures, for example in the case of inquiries concerning our products or services. In our company subject to a legal obligation by which processing of personal data is required, such as for the fulfillment of tax obligations, the processing is based on Art. 6(1) lit. c GDPR. In rare cases, the processing of personal data may be necessary to protect the vital interests of the data subject or of another natural person. This would be the case, for example, if a visitor were injured in our company and his name, age, health insurance data or other vital information would have to be passed on to a doctor, hospital or other third party. Then the processing would be based on Art. 6(1) lit. d GDPR. Finally, processing operations could be based on Article 6(1) lit. f GDPR. This legal basis is used for processing operations which are not covered by any of the aforementioned legal grounds, if processing is necessary for the purposes of the legitimate interests pursued by our company or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data. Such processing operations are particularly permissible because they have been specifically mentioned by the European legislator. He considered that a legitimate interest could be assumed if the data subject is a client of the controller (Recital 47 Sentence 2 GDPR).

10. The legitimate interests pursued by the controller or by a third party

Where the processing of personal data is based on Article 6(1) lit. f GDPR our legitimate interest is to carry out our business in favor of the well-being of all our employees and the shareholders.

11. Period for which the personal data will be stored

The criteria used to determine the period of storage of personal data is the respective statutory retention period. After expiration of that period, the corresponding data is routinely deleted, as long as it is no longer necessary for the fulfillment of the contract or the initiation of a contract.

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