



CODE OF CONDUCT

Clearing Body for Copyright on the Internet
(CUll)

of 18 January 2021
as amended by the 3rd amendment of 23 June
2025
(CUll CODE OF CONDUCT 2.0)

Annex 1 - Compliance Declaration

between

- a) Allscreens Verband Filmverleih und Audiovisuelle Medien e.V., Börsenverein des Deutschen Buchhandels e.V., Bundesverband Musikindustrie e.V., Deutsche Fußball Liga e.V., game – Verband der deutschen Games-Branche e.V., Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA), International Association of Scientific Technical and Medical Publishers, Motion Picture Association, Sky Deutschland Fernsehen GmbH & Co. KG,

collectively: “Rightholders”

and

- b) 1&1 (1&1 Telecom GmbH, Drillisch Online GmbH), Deutsche Glasfaser Holding GmbH, Freenet DLS GmbH, Telekom Deutschland GmbH, Telefónica Germany GmbH & Co. OHG, Vodafone (Vodafone Kabel Deutschland GmbH, Vodafone GmbH)

collectively: “Internet Access Providers”

the Rightholders and Internet Access Providers also: the “Party” or, collectively, the “Parties”]

Preamble

The Parties to this Code of Conduct “Clearingstelle Urheberrecht im Internet (CUII)” [Clearing Body for Copyright on the Internet] (the “Code of Conduct”) intend with this document, by way of mutual compromise, to establish a procedure with which, in relation to *structurally copyright-infringing websites*, court disputes – other than those specifically necessary for the implementation of this Code of Conduct – can be avoided and DNS blocks can be effectively and swiftly implemented against such websites. The operation of *structurally copyright-infringing websites* involves clear violations of the German Copyright Act. The Parties to this Code of Conduct are, on the Internet Access Provider side, individual undertakings which provide internet connections to internet users in Germany. On the Rightholder side, the Parties are undertakings whose own rights are infringed by structurally copyright-infringing websites or associations of such undertakings (“Association”). With this second amendment to the Code of Conduct, the Parties, in consultation with the German Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railways (the “Bundesnetzagentur”), are switching to a system based on court decisions. In the new system, blocking decisions will be issued by an ordinary court against one of the Internet Access Providers that is participating in the CUII. Once



the block has been ordered by a court, all Internet Access Providers will then implement it.

The Parties are aware that the drafting of this Code of Conduct as well as its provisions and their implementation require a special degree of trust between those involved. All Parties therefore agree that the implementation of this Code of Conduct must be accompanied by a particular degree of good faith in order to duly respect the mutual compromises made by each side. This includes the fact that the Parties have agreed on a technical procedure, the so-called DNS block, the appropriateness and effectiveness of which the Parties take into account when evaluating the Code of Conduct. This Code of Conduct complies with the provisions of Regulation (EU) 2015/2120.

In this spirit, the Parties have agreed the following:

1. Subject matter of the Code of Conduct

- a) The subject matter of this Code of Conduct consists solely of provisions governing the blocking of structurally copyright-infringing websites.
- b) Blocks under this Code of Conduct will be implemented exclusively by means of so-called DNS blocks.
- c) DNS blocks under this Code of Conduct will be implemented in accordance with the provisions of this Code of Conduct.
- d) The Code of Conduct provides for a procedure, as set out in section 3 a) to c) below, under which a decision is issued by the ordinary courts against one Internet Access Provider, based on a blocking claim asserted under Section 8(1), (2) of the German Digital Services Act [DDG]. If the claim is upheld, all Internet Access Providers then implement the court-ordered block, even if they were not parties to the court proceedings. For Other Domains and Mirror Domains, the court decision is supplemented by CUII Follow-up Proceedings.
- e) The procedure is based on the assumption of a maximum limit of CUII court cases per year, with the precise figure specified in the Rules of Procedure.
- f) The Parties are obliged to pursue court proceedings in a form commensurate with the Code of Conduct and as set out in the Rules of Procedure, before attempting to enforce any claims through other means. Where a Party is not itself entitled to bring proceedings in accordance with this Code of Conduct, rather such entitlement resides with its members, the Party will make every effort to ensure that its members comply with this obligation.
- g) Any Parties currently involved in ongoing court cases, that are being pursued outside of this Code of Conduct, will separately agree on whether or not the subject matter of those court cases will be transferred to proceedings in accordance with section 3 below. In addition, the Parties can mutually agree, in specific cases, to refrain from using the procedure under the Code of Conduct.

2. Definitions



a) The term “structurally copyright-infringing website” within the meaning of this Code of Conduct (“SCIW”) means a website, accessible via one or more domains, which cumulatively meets the following criteria:

- The SCIW is aimed, at least in part, at internet users in Germany.
- Content which infringes the German Copyright Act is being communicated to the public via the SCIW, or the SCIW is a wilful participant in such infringements. The infringements concerned are clear infringements of the German Copyright Act [*UrhG*].

Furthermore, with regard to legal content that is communicated to the public on a SCIW alongside the infringing content, the DNS block must not result in disproportionate overblocking (see CJEU, judgment of 27 March 2014 – Case C-314/12, paragraph 63).

b) “DNS block” means the technical prevention of the translation of a domain name into its associated IP address on an Internet Access Provider’s DNS server, such that the affected domain name no longer leads to the corresponding SCIW (see BGH [*German Federal Court of Justice*], judgment of 26 November 2015 – I ZR 174/14, paragraph 62).

c) “Other Domains” means domains which an SCIW uses in addition to or as an alternative to its domains for which a DNS block has already been installed under the provisions of this Code of Conduct.

d) “Mirror Domains” means domains which do not communicate any content of their own to the public but which completely copy the content of the SCIW for which a DNS block has already been installed or is being applied for at the same time under the provisions of this Code of Conduct. There is no requirement that the contents of the copied SCIW are updated on an ongoing basis, meaning that obsolete Mirror Domains which do not upload any further content do fall under this definition.

3. Types of procedure

a) Judicial proceedings under this Code of Conduct shall be conducted as proceedings before the ordinary courts. They can be conducted as main proceedings or as preliminary injunction proceedings. Such court proceedings shall be referred to herein as “CUII Court Proceedings”.

b) “CUII Blocking Proceedings” means CUII Court Proceedings in which a court orders the blocking of a structurally copyright-infringing website.

c) “CUII Test Proceedings” are CUII Court Proceedings in which the court orders the blocking of a structurally copyright-infringing website and, in doing so, rules on legal questions that go significantly beyond those already settled by the courts and that have fundamental significance for future CUII Court Proceedings.

d) “CUII Follow-up Proceedings” are proceedings that deal with Other Domains and Mirror Domains. These proceedings are not pursued as CUII Court Proceedings but are decided by the expert reviewer at the Clearing Body. These decisions are without prejudice to the factual and legal situation.



4. CUII Clearing Body

- a) The Parties to this Code of Conduct have set up a Clearing Body for Copyright on the Internet (CUII) ("Clearing Body"). The Clearing Body has a Dedicated Office. This is monitored and directed by a Steering Committee (section 5). The details are set out in the Rules of Procedure.
- b) The Clearing Body reviews notifications concerning the conduct of CUII Court Proceedings. It also coordinates the conducting of CUII Follow-up Proceedings as well as the implementation and lifting of DNS blocks by Internet Access Providers.
- c) The Clearing Body shall accept submissions from third parties, e.g. internet users or operators of SCIWs, in relation to implemented DNS blocks and forward these to the Parties. The operator of an SCIW is entitled to legal recourse to the ordinary courts after a DNS block has been implemented in relation to their SCIW. Internet users and other third parties are also entitled to legal recourse to the ordinary courts.
- d) The Clearing Body will produce an annual report on its activities and send this report to all Parties.
- e) The Clearing Body will maintain a website, accessible to the public, providing up-to-date information on the Code of Conduct and the Clearing Body's activities. Information on decisions in CUII Court Proceedings will also be published there, to the extent they order the blocking of an SCIW.

5. Steering Committee

- a) The Parties shall establish a Steering Committee for specific tasks, in accordance with this Code of Conduct and the Rules of Procedure, which shall be made up of equal numbers of Rightholders and Internet Access Providers. The Parties shall entrust the Steering Committee with management responsibility to the extent tasks are assigned to it under this Code of Conduct and the Rules of Procedure.
- b) The Steering Committee shall consist of six members who will each be appointed by the Parties to the Code of Conduct. Three members will be appointed by the Rightholders and three members by the Internet Access Providers.
- d) The Steering Committee will elect a Chair and a Vice-Chair from within its members. The existing members shall remain in office until such time as a new member has been appointed by the Rightholders and/or Internet Access Providers. If a member of the Steering Committee resigns or leaves their position due to ill health or death, the Chair shall send a request, in writing or other text form, to all Rightholders or all Internet Access Providers, depending on which group the member concerned was appointed by, asking them to appoint a successor. Until such time as a successor is appointed, the Steering Committee shall remain quorate in its existing composition.



- d) The Steering Committee shall meet regularly, twice a year, and beyond that as required. Meetings can be held in person in one location or as a video or telephone conference. The Chair or the Dedicated Office shall issue invites to and chair the meetings. The Chair of the Steering Committee or the Dedicated Office will send an agenda together with the invitation prior to every meeting which will be agreed between the Chair and the Vice-Chair and which will only include items which meet the requirements under f) below.
- e) The meetings of the Steering Committee serve solely as a forum for discussion of topics which have to be discussed among the members for a due and proper operation or further development of the Clearing Body and which do not involve issues which could raise anti-trust concerns. Members of the Steering Committee have the option of inviting, at their own cost, an anti-trust law expert to the meetings; several members can jointly agree on an anti-trust law expert.
- f) A compliance declaration will be sent out together with the agenda for each meeting of the Steering Committee. This compliance declaration is attached to the Code of Conduct as **Annex 14**.
- g) The steering committee has the following responsibilities:
- (1) Appointment of an expert reviewer (or more than one expert reviewer) to decide on CUII Follow-up Proceedings. The expert reviewer is impartial, has the qualifications required for appointment to judicial office and has proven their impartiality in the exercise of that office through their judicial, administrative or scientific activity.
 - (2) Staffing the Dedicated Office and concluding all necessary contracts for the operation of the Dedicated Office. It shall oversee the financing of the Clearing Body and the funds managed by the Dedicated Office. In particular, it may terminate the contracts concerning the setting up of the Dedicated Office and reassign them.
 - (3) The Steering Committee manages the business of the Dedicated Office. In particular, the Steering Committee may revocably assign the day-to-day business to the Dedicated Office. The details are set out in the Rules of Procedure. The Steering Committee shall at all times retain the authority to issue instructions to the Dedicated Office.
 - (4) The Steering Committee shall make the decisions regarding the costs for the Dedicated Office and the costs of the CUII Follow-up Proceedings within the scope of the provision in section 14 below.
 - (5) It shall carry out the evaluation as per section 17 below.
 - (6) Subject to the member's right of objection, the Steering Committee decides on accessions in accordance with section 18 f) and issues notices of termination pursuant to section 19 a) below.
- h) The Steering Committee is bound by the Rules of Procedure. It can decide changes to the Rules of Procedure.
- i) The Steering Committee is quorate when all members participate in the meeting. One member of the Steering Committee can have themselves represented by another member of the Steering Committee by way of a power of authority in writing or other text form.



j) The Steering Committee's decisions must be unanimous, with at least 75% of all votes of its members needing to have been cast. Abstentions shall be deemed to be votes not cast.

k) As far as the tasks set out in section 5 g) (2) and 5 g) (3) above, the Steering Committee is authorised to represent the Parties in dealings with third parties. The Steering Committee's written declarations must be signed by the Chair and one other member of the Steering Committee.

l) The Steering Committee members' costs for attending meetings shall be borne by the respective Party that appointed them.

6. Application procedure and priority of action against entities more closely involved in the infringement

a) Any Rightholder or coalition of rightholders is entitled to submit an application under one of the procedures listed in section 3 above. Moreover, any member of an Association that is a party to the Code of Conduct is entitled to submit an application provided the Association approves the application. It is the sole responsibility of the applicant to identify an SCIW and file a corresponding application.

b) The scope of the obligation to give priority to legal claims against third parties within the meaning of section 8 (1), (2) of the German Digital Services Act shall be determined in accordance with the applicable case law at the time of the respective CUII Court Proceedings.

7. Requirements for the implementation of a DNS block in CUII Blocking Proceedings

The implementation of DNS blocks in relation to SCIWs through means of CUII Blocking Proceedings in accordance with section 3 a) and 3 b) above shall be subject to the following cumulative conditions:

a) The Rightholder seeking to initiate CUII Blocking Proceedings must firstly notify the Dedicated Office that it wishes to do so. The notification must contain the following elements, the details of which as regards form and content are set out in the Rules of Procedure:

- Name and address of the Rightholder submitting the application as well as the name of the relevant contact person,
- If the Rightholder submitting the application is not a member itself but is a member of an association that is a party to the Code of Conduct: declaration stating that the association approves the application,
- specification of the SCIW to be blocked and
- a draft statement of claim or application for CUII Blocking Proceedings which meet the requirements under section 3 b) above.

b) Once the Dedicated Office has satisfied itself that the notification contains all required information, the Dedicated Office will choose an Internet Access Provider for the impending CUII Court Proceedings according to predefined criteria.



The details as to how the Internet Access Provider is selected are set out in the Rules of Procedure. The Dedicated Office then sends the notification together with the statement of claim or the application to the chosen Internet Access Provider and gives them the opportunity to respond. If a response is issued, this must be incorporated into the proceedings. The deadline for issuing a response shall be set out in the Rules of Procedure.

c) Once the deadline has expired, the Dedicated Office will inform the Rightholder submitting the application without delay as to whether a response has been received and, if so, will forward such response to the Rightholder. The Rightholder submitting the application shall then take the necessary steps to initiate CUII Blocking Proceedings. The choice of the type of proceedings in accordance with section 3 a) above rests with the Rightholder. The following information must be submitted correctly by the Rightholder to the court:

- All details about the parties involved in the proceedings as stipulated under the German Code of Civil Procedure [ZPO],
- Specific claims, on the basis of which the selected Internet Access Provider is obliged to install a DNS block on the SCIW,
- Response from the selected Internet Access Provider, if one has been issued,
- substantiated submissions stating how the statutory requirements of a claim under Section 8 of the German Digital Services Act are met, in particular:
 - sufficient submissions demonstrating the presence of copyright-infringing content on the SCIW to be blocked and
 - sufficient submissions demonstrating that the other requirements of the statutory basis of claim under Section 8(1), (2) of the German Digital Services Act are met, in particular that there is no other option available to the Rightholder to remedy the infringement of their rights and that the block is proportionate.

The details in this regard are set out in the Rules of Procedure.

d) The parties involved shall work together to bring the court proceedings to a swift conclusion. The details are set out in the Rules of Procedure.

e) Upon conclusion of the court proceedings, the Rightholder shall inform the Dedicated Office as soon as possible of the outcome of the proceedings.

f) If the Rightholder prevails in the court proceedings, in full or in part, the Dedicated Office will inform all Internet Access Providers of the domains on which DNS blocks are to be installed.

g) If the court seised of the matter rejects the Rightholder's application, in full or in part, in CUII Court Proceedings, the Rightholder is still entitled to fully exhaust all legal remedies afforded to them under the German Code of Civil Procedure. If the Rightholder does decide to pursue further legal action through the ordinary courts, they shall duly notify the Dedicated Office, which will inform the Internet Access Providers accordingly.



8. Requirements for the implementation of a DNS block through CUII Test Proceedings

The Parties mutually acknowledge that, outside of the issues which can be resolved through CUII Blocking Proceedings as per section 3 a) and section 3 b) above as well as section 7 above, new legal questions may arise, in relation to the blocking of SCIWs, which go considerably beyond those that have already been ruled upon by the courts and which could be of fundamental significance for future CUII Court Proceedings. In such situations, there is the option to conduct CUII Test Proceedings in accordance with section 3 a) and section 3 c) above under certain cumulative conditions. These conditions are, in addition to those set out in section 7 above, as follows:

- a) The Rightholder seeking to initiate CUII Test Proceedings will firstly send the Dedicated Office a notification containing the elements set out in section 7 a) above and specifying the wish to conduct CUII Test Proceedings. When doing so, the Rightholder must specify, in sufficient detail, the legal issue as per section 3 c) above which has not yet been the subject matter of CUII Court Proceedings.
- b) Once the Dedicated Office has satisfied itself that the notification contains all required information, the Dedicated Office shall then send the notification together with the draft statement of claim or the application to all Internet Access Providers and gives them the opportunity to respond. In addition, the Dedicated Office selects an Internet Access Provider for the upcoming CUII Court Proceedings. The details as to how the Internet Access Provider is selected are set out in the Rules of Procedure. One or more Internet Access Providers can then let it be known, in their responses, that they would like to be involved as a party and defend themselves in the court proceedings. The deadline for issuing a response shall be set out in the Rules of Procedure.
- c) Once the deadline has expired, the Dedicated Office will inform the Rightholder submitting the application without delay as to whether a response has been received and, if so, will forward such response to the Rightholder. Following that, the Rightholder submitting the application shall then take the necessary steps to initiate CUII Test Proceedings. The provision under section 7 c) above shall apply accordingly.
- d) Moreover, sections 7 d) to g) above shall also apply to the CUII Test Proceedings accordingly.

9. Implementation of the DNS block in relation to SCIWs

- a) After the Dedicated Office has notified the Internet Access Providers of the domains to be blocked, in accordance with section 7 f) and section 8 d) above, the Internet Access Providers shall duly implement the respective DNS blocks without prejudice to the legal and factual situation, including the situation with regard to the costs of implementation. The blocks must be implemented without undue delay. The details in this regard are set out in the Rules of Procedure. The Rightholders and Internet Access Providers stress that the procedure established with this Code of Conduct has been agreed by the Parties as a result of their coming together in the spirit of mutual compromise. The Parties reserve all of their respective legal



rights. The option of dispute resolution in accordance with section 12 below remains unaffected. The details are set out in the Rules of Procedure.

b) After implementing the DNS block, the Internet Access Providers will inform the Dedicated Office in an appropriate form about such implementation. The details in this regard are set out in the Rules of Procedure.

b) To the extent an Internet Access Provider, or company associated with it within the meaning of Section 15 et seqq. of the German Stock Corporation Act [AktG], does not operate any DNS servers itself but has them operated, by way of a wholesale service, by other Internet Access Providers,

(1) the Internet Access Provider in question will ask their wholesale service providers who are not bound by this Code of Conduct, in writing or other text form, to install a DNS block that corresponds to the decision issued in the CUII Court Proceedings or

(2) the Internet Access Provider in question will express, to the wholesale service provider(s) as well as to Internet Access Providers bound by this Code of Conduct, its consent to the implementation of the DNS block also in respect of its customers.

d) Should a wholesale provider not immediately implement a DNS block in the case described in section 9 c) (1) above, the Internet Access Provider which does not itself operate DNS servers will inform the Clearing Body, which will forward this information to the applicant, provided that this is not precluded by any confidentiality agreements.

e) Error messages displayed to the user as a result of the DNS block shall be coordinated via the Steering Committee with regard to their content. The details are set out in the Rules of Procedure.

10. Procedure in the case of Other Domains and Mirror Domains

a) A simplified procedure will apply in respect of Other Domains and Mirror Domains. The decision as to whether to block the Other Domains and Mirror Domains will be taken by the expert reviewer. New court proceedings are not required. These decisions are without prejudice to the factual and legal situation.

b) In such cases, applicants will refer to the court decision obtained by them and demonstrate in an appropriate manner that the domains in question are Other Domains or Mirror Domains. The details are set out in the Rules of Procedure.

c) If the expert reviewer grants the Rightholder's application, the Dedicated Office shall notify all Internet Access Providers of the Other Domains and Mirror Domains to be blocked by means of DNS blocks. Section 9 above applies accordingly to the implementation of the blocks.

11. Monitoring of blocked sites/removal of blocks

a) The Rightholders that have themselves or whose members have conducted proceedings as per section 3 above shall monitor, using appropriate means, the



SCIWs for which DNS block have been implemented on the basis of this Code of Conduct, in order to ascertain whether the website in question continues to meet the criteria for classification as an SCIW. In the event that the requirements are no longer met, the Rightholder(s) shall notify the Clearing Body that the DNS block is no longer necessary. The Clearing Body will inform the Internet Access Providers of the new situation without delay.

b) The conditions set out in section 11 a) above are deemed to no longer apply in particular if

- (1) there is no longer any content on the website, or
- (2) the only content displayed on the blocked domain is the information that the domain is for sale, or
- (3) there is no longer a structurally copyright-infringing service being offered on the website for which the block has been applied, or
- (4) the domain redirects to another domain at which a service is offered which is not the SCIW.

Not every temporary removal of the content or temporary unavailability of the SCIW must necessarily directly lead to an unblocking. If monitoring, based on specific criteria, indicates that the removal of the content or the unavailability of the SCIW is only temporary, a reasonable transition period may be afforded prior to unblocking. Details regarding the criteria and timescales involved are governed by the Rules of Procedure.

c) Should the Parties to this Code of Conduct become aware, independent of the monitoring mentioned in section 11 a) above, that the requirements related to the SCIWs for which the DNS blocks have been implemented on the basis of this Code of Conduct may no longer be met, the Party in question will duly notify the Clearing Body accordingly. The Clearing Body will duly inform the respective Rightholder(s) that filed the application themselves or whose members filed the application, for whom the obligations under section 11 a) above will then apply. The same shall apply in the event that the Clearing Body itself becomes aware of such a situation.

12. Dispute resolution procedure; recourse to the courts

a) In the event that an Internet Access Provider or Rightholder not directly involved in the CUII Court Proceedings disagrees with the court decision pursuant to section 7 or section 8 above, they shall have the option to have that decision examined by the expert reviewer to assess whether it is reasonable. A corresponding application must be submitted to the Dedicated Office, which will forward it to the expert reviewer. The details are set out in the Rules of Procedure.

b) The expert reviewer may, at their discretion, call upon a representative of a Rightholder and an Internet Access Provider that were not involved in the preceding CUII Court Proceedings to assist in the examination of reasonableness pursuant to section 12 a) above, if the reviewer deems this necessary to assess the decision.



c) After the examination of reasonableness pursuant to section 12 a) and b) above has been concluded, the expert reviewer shall communicate their findings to the Dedicated Office, to be forwarded to the party that requested the examination. In addition, the expert reviewer may, at their discretion, invite individual parties or all parties to this Code of Conduct to a meeting to resolve the dispute. The details are set out in the Rules of Procedure. This concludes the procedure according to this Code of Conduct. Any Internet Access Provider or Rightholder that does not agree with the court decision within the meaning of section 12 a) above is entitled to legal recourse to the ordinary courts. The obligations arising from this Code of Conduct shall continue to apply to the other parties.

13. Other decisions of the courts or public authorities

a) The Parties agree that Internet Access Providers have the right not to implement the DNS blocks under section 7 and section 8 above or to remove an installed DNS block if decisions of the courts or of public authorities preclude such a DNS block. That includes decisions of public authorities as well as court decisions which are preliminarily enforceable, which are enforceable without lodgement of a security payment, and decisions which are enforceable upon lodgement of a security payment by the obligee, after such security payment has been lodged. The Internet Access Provider is not obliged to prevent the enforcement by lodging a security payment.

b) The Internet Access Provider that is the addressee of a decision as per section 13 a) above of a public authority and/or a court is obliged to inform the Clearing Body without delay, providing all necessary details. The Clearing Body will forward this information without delay to the applicant and the other parties involved in the implementation of the DNS block on the side of the Rightholders and/or the Internet Access Providers. All affected Parties will come to an agreement, in good faith, as to whether and how a defence of the decision in question shall be mounted. The affected Parties who are not addressees of the decision are obliged to support, with their best efforts and at their own cost, the Party against whom action has been taken by third parties, in defending itself against the claims concerned. If no defence is mounted against the decision of the public authority or the court, the Internet Access Provider has no obligation to implement DNS blocks as per section 7 and section 8 above or is entitled to remove an installed DNS block.

14. Costs

a) [The Parties undertake to each pay an annual flat fee, determined by size of the member, with all the fees collectively financing the Dedicated Office of the Clearing Body. This flat fee must be paid annually in advance. The details for determining the annual flat fee are set out in the Schedule of Fees.

b) The extrajudicial costs and court costs for CUII Court Proceedings pursuant to sections 3 a) to c), section 7 and section 8 above shall be determined, in the event of a contradictory decision, in accordance with the court decision itself. In all other respects, the Rightholder shall bear their own extrajudicial costs and the court costs.



c) If, in the event of a decision pursuant to section 7 g) and/or section 8 d) above, a Rightholder decides to seek recourse to the courts, they shall bear the court costs incurred.

d) The costs of the CUII Follow-up Proceedings cover only the fee of the expert reviewer. These costs shall be borne by the applicant, even if the application is successful. The costs of the dispute resolution procedure in accordance with section 12 above shall be borne by the respective applicant, regardless of the decision of the expert reviewer. The details are set out in the Rules of Procedure.

e) Each Party shall bear their own costs for proceedings before the courts or public authorities according to sections 12 and 13 above as stipulated in the decision of the court or authority unless otherwise set out in section 15 below.

15. Indemnification

a) The Rightholders who have themselves or whose members have brought about the implementation of a DNS block under section 7 and/or section 8 above release the Internet Access Providers that have implemented the respective blocks on the basis of this Code of Conduct from legitimate claims of third parties based on or in connection with that DNS block. The Parties will work closely together to coordinate the defence against such claims. The indemnification will not apply where the third-party claims are based on an error for which the Internet Access Provider is responsible. The details are set out in the Rules of Procedure.

b) The obligations to inform, cooperate and support as per section 13 b) above apply accordingly. Moreover, the Internet Access Providers are, by way of precaution, obliged to rely on contractually agreed and, where they exist, statutory exemptions from liability against any parties asserting claims.

c) If a company associated with the Internet Access Provider bound by this Code of Conduct maintains the contractual relationships with end customers of the access services, claims of this associated company in connection with these end customers are not covered by the indemnification.

16. Communication between the Parties

Any messages, notifications and other communication under this Code of Conduct shall be sent confidentially via the Clearing Body. The Parties to this Code of Conduct shall provide the Clearing Body with an email contact, through which the Clearing Body shall communicate and provide updates as required. Rightholders whose members submit applications shall also provide the relevant email contact on the applicant's side and update this information as required. The communication between the Parties can also be platform-based. The details are set out in the Rules of Procedure.

17. Evaluation



- a) This Code of Conduct will be evaluated annually by the Steering Committee. This evaluation will look at the number of CUII Court Proceedings conducted, the outcome thereof, CUII Follow-up Proceedings, and the costs incurred. The details are set out in the Rules of Procedure. The Rightholders will include in the evaluation any studies which may be available on the effectiveness of the DNS blocks implemented.
- b) As part of the evaluation, the Parties may consider and come to an agreement on whether this Code of Conduct should be extended to blocking measures other than DNS blocks.

18. Term; termination; addition of new parties

- a) This Code of Conduct is concluded for a limited term until 31 December 2025 and can be terminated at the earliest with effect as of this date.
- b) This Code of Conduct will automatically renew, for a period of one year, for every Party that does not formally effect a termination effective as of the end of the year. The termination must be declared in writing or other text form to the Clearing Body, no later than 30 September of the respective year. The Clearing Body shall inform all Parties to the Code of Conduct about any terminations. A termination has the effect that the Party concerned exits from the Code of Conduct, which is maintained in force by the other Parties.
- c) Each Party has the right to terminate this Code of Conduct for good cause without notice as per section 18 b) above within four (4) weeks of becoming aware of the good cause. Good cause exists, in particular, if (1) as a result of legislation or a decision of the highest court, it is established that rules set forth in this Code of Conduct are unlawful, or (2) the Code of Conduct is amended without the terminating Party having agreed to the amendment. A termination has the effect that the Party concerned exits from the Code of Conduct, which is maintained in force by the other Parties.
- d) This Code of Conduct shall cease to be in effect if no Rightholders or no Internet Access Providers remain a party to it.
- e) Upon termination of this Code of Conduct - for whatever reason - any and all obligations for the relevant Party shall cease to apply unless expressly stipulated otherwise below.
- f) Additional parties may join this Code of Conduct. The Steering Committee shall decide on the accession; its decision is subject to members' right to object. All Parties must be informed of the decision; it is effective if no Party lodges an objection in writing or other text form with the Dedicated Office within one month. On the Internet Access Provider side, a pre-requisite of accession is that the acceding internet access provider implements all recommended and implemented SCIW blocks to date. The accession of a Rightholder or an Internet Access Provider may otherwise only be refused on objective grounds. Similarly, an objection is only admissible if objective grounds exists.



19. Additional provisions for specific violations of the Code of Conduct for DNS Blocks

a) If a Rightholder asserts claims against one or more Internet Access Providers in connection with SCIWs, in proceedings before the ordinary courts, administrative procedures and/or proceedings and/or actions and/or conciliation or arbitration proceedings, without first conducting one of the proceedings under section 3 above, the Steering Committee shall, on becoming aware, immediately contact the Rightholder in question, in writing, requesting that the Rightholder in question bring an end to such claims within 4 weeks. If the time limit expires without any action being taken, the Steering Committee is entitled to terminate the membership of the Rightholder in question without notice for good cause, without having to first set a further time limit. The Internet Access Providers affected by the proceedings are, for their part, entitled, for a period of four weeks after becoming aware of the Steering Committee's termination decision, to terminate this Code of Conduct for good cause, without having to first set a further time limit.

b) If a member of a Rightholder that takes the form of an association asserts claims against one or more Internet Access Providers in connection with SCIWs, in proceedings before the ordinary courts, administrative procedures and/or proceedings and/or action and/or conciliation or arbitration proceedings, without first conducting one of the proceedings under section 3 above, the Rightholder that takes the form of an association will (i) try and influence its member to bring an end to the proceedings without delay and (ii) release the respective Internet Access Provider(s) from all costs of proceedings including the necessary costs of mounting a legal defence.

c) If an Internet Access Provider or a wholesale provider associated with it within the meaning of Section 15 et seqq. of the German Stock Corporation Act fails to implement a DNS block in accordance with section 7 or section 8 above, even where all of the conditions under section 7 or section 8 above are met, and fails to exercise its right to recourse to the ordinary courts under section 12 above, the Steering Committee shall immediately contact the Internet Access Provider, in writing, calling for the block to be implemented within a period of 4 weeks. If the time limit expires without any action being taken, the Steering Committee is entitled to terminate the membership of the Internet Access Provider in question without notice for good cause, without having to first set a further time limit. If the Internet Access Provider does exercise its right to recourse to the courts (even if unsuccessfully), there shall be no right of termination for good cause. The Rightholder that submitted the application is, for its part, entitled, for a period of four weeks after becoming aware of the Steering Committee's termination decision, to terminate this Code of Conduct for good cause, without having to first set a further time limit. The Internet Access Provider is additionally obliged to reimburse the Rightholder in full for any court costs that may have been incurred for conducting the CUII Court Proceedings in question, as per section 14 above. This claim for reimbursement can also be asserted in subsequent proceedings before the courts.

20. Transparency



- a) The Clearing Body will publish, on its website, this Code of Conduct, as well as a list of those SCIWs to be blocked, under section 7 and section 8 above in accordance with court decisions issued following the conducting of CUII Court Proceedings. All other documents are confidential. The details are set out in the Rules of Procedure.
- b) This Code of Conduct shall not prejudice any agreements and legal disputes, between the Parties, that fall outside of the Code of Conduct.

21. Severability

Should any provision(s) of this Code of Conduct be wholly or partly invalid or ineffective or become wholly or partly invalid or ineffective as a result of changes to legislation or a decision of the highest court, or become wholly or partly invalid or ineffective in another way or if this Code of Conduct contains gaps, the Parties agree that the other provisions of this Code of Conduct shall remain unaffected thereby and shall remain valid. In such a case, the Parties hereby undertake to agree, in good faith, an effective provision in place of the ineffective provision, which as closely as possible reflects the meaning and purpose of the ineffective provision and which it can be assumed that the Parties would have agreed at the point of concluding this Code of Conduct, had they been aware of or been able to foresee the ineffectiveness or invalidity. The same applies in the event that this Code of Conduct should contain a gap. The right to termination for good cause as per section 18 c) above remains unaffected thereby.

22. Amendments

Alterations and amendments to this Code of Conduct must be in writing or other text form (Section 126b of the German Civil Code [BGB]), including by way of exchange of emails. Any changes will be decided by the Parties to the Code of Conduct with a 2/3 majority. Such 2/3 majority must be present among all Internet Access Providers which are party to the Code of Conduct as well as among all Rightholders which are party to the Code of Conduct.

23. Choice of law; place of jurisdiction

This Code of Conduct and the interpretation hereof are governed by German law. Frankfurt am Main is agreed as the place of jurisdiction.

24. German version takes precedence

As far as the implementation and interpretation of this Code of Conduct are concerned, the German version shall take precedence.

* * *



TRANSLATION





Anlage 1 zum
CUII-VERHALTENSKODEX 2.0 (3. Änderung vom 23. Juni 2025)
Clearingstelle Urheberrecht im Internet (CUII):

COMPLIANCE-ERKLÄRUNG

Compliance-Erklärung

Die Mitglieder des Steuerungskreises gemäß Ziffer 4 des Verhaltenskodex wollen ihrer kartellrechtlichen Verantwortung in vollem Umfang gerecht werden. Sie sind sich bewusst, dass das Kartellverbot sämtliche Vereinbarungen oder abgestimmte Verhaltensweisen untersagt, die eine Beschränkung des Wettbewerbs bezwecken oder bewirken. Zugleich untersagt es den Austausch von strategisch relevanten Informationen zwischen Unternehmen, die im Wettbewerb stehen. Für einen Verstoß gegen das Kartellverbot kommt es dabei nicht darauf an, dass eine Vereinbarung formal getroffen wird oder ein Austausch formal geschieht. Vielmehr können Kartellrechtsverstöße auch mündlich und in informellem Rahmen erfolgen. Daher ist jedes Mitglied des Steuerungskreises dafür verantwortlich, dass Themen, deren Diskussion kartellrechtlich kritisch sein könnte, nicht zwischen den Mitgliedern besprochen werden.

Die Sitzungen des Steuerungskreises dienen ausschließlich als Forum für die Diskussion von Themen, die für eine ordnungsgemäße Durchführung oder Weiterentwicklung der Clearingstelle unter den Mitgliedern besprochen werden müssen und die keinen kartellrechtlich bedenklichen Inhalt haben. Die Mitgliedschaft im Steuerungskreis darf unter keinen Umständen dazu genutzt werden, eine ausdrückliche oder stillschweigende Verständigung zu einer Wettbewerbsbeschränkung einschließlich eines unzulässigen Boykotts anderer Unternehmen zu erzielen.

Mitglieder des Steuerungskreises haben die Möglichkeit, auf eigene Kosten einen Kartellrechtsexperten zu den Sitzungen hinzuziehen; mehrere Mitglieder können sich auf einen gemeinsamen Kartellrechtsexperten einigen.

