

## BOSS Entertainment - Italy General Terms and Conditions

TKS Telepost Kabel-Service GmbH, Altes Forsthaus 2, 67661 Kaiserslautern, Germany (hereinafter referred to as "TKS") provides the customer ("customer") with Internet access on the basis of a basic cable connection from TKS and easyTV service via "easyTV App" and "easyTV Mobile Usage". Therefore the "easyTV Mobile Usage" General Terms and Conditions are also legally binding for this contract. Further information can be found at [www.tksable.com](http://www.tksable.com). This product is further referred to as "BOSS Entertainment".

These General Terms and Conditions, the TKS price lists, the TKS service specification, form integral parts of the contract. Telecommunications law (in particular the German Telecommunications Act TKG) always applies, even if the General Terms and Conditions do not explicitly referred to it, and even if it is not mentioned explicitly.

### Data Privacy Notice (GDPR)

TKS protects your personal data according to the EU's General Data Protection Directive ("GDPR") and its German implementation laws and regulations. The GDPR provides you, the data subject, with certain data protection rights, such data access, a right to have data be rectified, a right to processing restrictions, data erasure, data portability, etc. In particular, TKS will only process your personal data for promotional purposes for related products and services of TKS with the possibility for you to opt-out at any time. The TKS Privacy Policy and the TKS Privacy Statement are both available at [www.tksable.com/privacy](http://www.tksable.com/privacy). Please do not hesitate to contact us if you have privacy-related questions.

### 1. Prerequisites for utilizing the services

1.1. TKS accepts only natural adult persons as customers.

1.2. The TKS BOSS Entertainment package is furthermore only offered to "Single Service Members" that live in "Single Soldier Quarters (SSQ)".

The BOSS Entertainment package contents are intended for private use only and must not be used for any commercial purpose or rebroadcast to the public. (Exception: TKS has concluded a contract with the respective operator and explicitly approves such usage).

### 2. Entering into a contract

The customer makes the contract request by signing the applicable order form or ordering the service via telephone. The contract is only concluded once TKS accepts or confirms the order, or at the latest after the service is actually provided.

### 3. Service specifications on the performance by TKS

TKS provides the following services for the product BOSS Entertainment.

#### 3.1. Internet access

TKS provides access to the internet via the customer's basic cable connection according to the customer's request in connection therewith, its service specifications, price list, and the general terms and conditions. TKS determines the connection type based on the technical capability at the requested location and the requested contract.

There is a Hoespot modem pre-installed in all on-base locations and thus a MTA is not required. The Hoespot Modem is and remains the property of TKS and the customer is held liable for removal of it or any damage inflicted on it.

#### 3.2. easyTV

The BOSS Entertainment easyTV package contains the Flex Option (Cloud DVR [Network Personal Video Recorder (NPVR)], Replay On Demand, Start Over, and Timeshift) and

the service called easyTV Mobile free of charge. The easyTV Mobile provides the capability to receive the TKS TV program package via mobile devices over the TKS easyTV APP & easyTV PC Client.

#### 3.3. TKS special offers

TKS reserves the right to offer special reductions, or higher connection speeds, or free monthly service for their products and services.

The products and services will be charged at standard price after the expiration of the special offer duration. In both of these cases it is the customer's responsibility to cancel the service within 6 (six) working days prior to the end of the term of the special offer. If the customer fails to do so, the service will automatically continue and the standard price will be charged.

### 4. Availability

4.1. The average annual availability of the services provided by TKS is at least 97%. TKS is not obliged to provide any availability beyond this figure. TKS is entitled to interrupt the service temporarily, limit its duration or discontinue service partially or on the whole,

- if this is necessary for reasons of public safety,
- legal obligations or requirements,
- for reasons of network security operation,
- for ensuring network integrity,
- for reasons of data security, or
- for the implementation of works and maintenance necessary for operational or technical reasons.

Furthermore, TKS reminds the customer that the provision of services may depend on the utilization of third party transmission paths and technical equipment. TKS does not assume any warranty, neither directly or indirectly, for service impairments, damages or network downtime, speed or bandwidth degradation caused by third party transmission paths and equipment.

### 5. Customer's obligations and responsibilities

The customer has the following responsibilities:

5.1. The agreed prices according to the price list are due and payable immediately after the invoice is generated and must be paid promptly.

5.2. According to the price list, TKS will charge a late fee for payments received lately.

5.3. The customer must grant the TKS service member in person or the contractor authorized by TKS unfettered, timely and full access to the customer's premises and buildings to the extent that this is necessary for the implementation of tests, respectively any installation and maintenance works, at their own cost.

All access maintenance and modification works may only be performed by TKS.

5.4. Electric energy for installation, operation and maintenance and, if necessary, the required potential equalization and connected grounding must be provided by the customer and solely at customer's expense.

5.5. TKS or the contractors that are authorized by TKS have the exclusive right to perform maintenance and modification works at customer's access.

5.6. TKS must be notified immediately in writing of any change of personal contract data (e.g. names, address, bank connection, email address).

5.7. The customer agrees to protect Internet access as well as other services provided via basic cable connection from

unauthorized third party access, e.g. by using a computer password.

5.8. The customer agrees to keep his/her password(s) secret and to change them immediately if customer suspects that unauthorized third parties have gained knowledge of such password(s).

5.9. The customer must take all reasonable safety measures, to exclude an unauthorized third-party usage of the terminal equipment (for example, third-party usage of wireless routers).

5.10. The customers must ensure via the installation of appropriate software on their device that there is always an updated protection against viruses, worms, or Trojan horses. They must also prevent access by third parties via the Internet on data stored in the terminals by using a firewall or similar measures.

5.11. Furthermore, the customer agrees not to use the Internet access to operate a server.

5.12. The customer also agrees not to interfere with, modify or damage the TKS network or other networks.

5.13. The customer agrees not to abuse TKS services and, as far as utilization of TKS services is concerned, will always comply with general laws, especially criminal laws and trade practice rules. The customer also explicitly agrees to comply with any third party rights, notably copyright laws, license rights, rights of use etc. All customers must always ensure that contents posted via customer's Internet access or otherwise made available does not infringe upon third party rights and is not subject to penalties or sanctions by law, is not morally offensive or in any other way illegal. The customer is and/or can be held responsible for any and all contents he/she transmits via the Internet access or otherwise transmitted contents (e.g. email, newsgroups, chat services etc.).

Customer shall observe national and international copyright and trademark, patent- and name rights as well as other industrial and personal rights of third parties.

5.14. The customer agrees not to use the services agreed upon with TKS for business purposes or to make these services available to third parties in the customer's own name and at customer's expense.

5.15. The customer commits himself/herself to pay for all charges that have accrued by authorized or unauthorized utilization of the service by third parties, unless the utilization is verifiably outside of the customer's responsibility.

5.16. The customer agrees to deny persons under 18 years access to offers that are liable to have an undesirable influence on young people's moral development.

5.17. The customer also commits himself/herself to refrain from the following:

5.18. Dispatch and distribution of unwanted advertising emails, junk emails, other unwanted messages, so-called mail bombs etc. to individual persons, distribution lists or several news groups (Spamming).

5.19. Distribution of viruses, worms, Trojan horses etc.

5.20. Faking of sender information or other header information.

5.21. Collecting information on persons and their email addresses without owners' consent.

5.22. Access to a sampling of an operating system and/or network (Scanning) and unauthorized monitoring of data traffic flows without owner's consent.

5.23. Utilization of external mail servers (relay) for the dispatch of messages without owner's consent.

5.24. To enable juvenile access to youth-endangering offers.

## 6. Liability of TKS

6.1. The liability of TKS as a provider of telecommunications services for the public for financial losses to an end user that are not caused intentionally is limited to a maximum of € 12,500 per end user and damage event. If a damage-causing event afflicts damage to several end users and this event does not occur due to intent, the liability for damages shall be limited to a maximum of € 10 million, notwithstanding the limitation in sentence 1. If the compensation that is paid to several injured parties for the same event exceeds the maximum limit, the compensation shall be reduced in the proportion in which the sum of all compensation claims exceeds the maximum limit. The limitation of liability in accordance with the sentences 1 to 3 of this clause shall not apply to claims for a compensation for damage caused by a default in payment of damages.

6.2. TKS shall be subject to unlimited liability for damages based on fault that have caused injury to life, body or health. For property damage and for financial loss outside the scope of application of Section 7.1 above, TKS shall be liable without limitation in the event of intent and gross negligence. Otherwise, TKS shall only be liable in the event of culpable breach of essential contractual obligations, whereby the liability shall be limited to the compensation of the foreseeable damage that is typical for the contract. An "essential obligation" is one whose fulfilment renders the proper execution of the contract possible, whose breach endangers the achievement of the purpose of the contract, and on which the customer may regularly rely that it will be observed.

6.3. TKS shall be liable for the loss of data in the event of simple negligence under the conditions and to the extent set forth in Section 7.2, only to the extent that the customer has backed-up his/her data with regard to the application in question at appropriate intervals and in an appropriate manner, so that the data can be recovered with reasonable efforts.

6.4. Any liability under the Product Liability Act remains unaffected as well as any liability for fraudulently concealed defects or liability within the scope of an assumed warranty.

## 7. Assistance in Case of Disturbances

7.1. A TKS hotline (in Germany 0631-3522-499) is available for customers every day to report disturbances.

7.2. If maintenance work is necessary which can cause interference or interruptions, such work will be performed - if possible - during off peak times where there is little traffic. In the event that the customer is responsible for the reported problem, e.g. if equipment has been operated incorrectly or installed incorrectly, TKS is entitled to charge the customer an extra fee for the expenses incurred to TKS in a separate invoice.

## 8. Payment Conditions

8.1. The monthly charges start with the operational access and are prorated based on the remaining monthly time frame. Thereafter, monthly charges must be paid one month ahead of time. If the price is to be calculated for parts of a calendar month, the exact number of days for which the service is used will be calculated.

8.2. Other charges, especially connection charges, must be paid after supply of service.

8.3. Upon conclusion of contract, TKS may ask for a security payment. This security payment will be balanced against the customer's final bill after termination of the contract.

8.4. Unless otherwise agreed by TKS, the invoice is delivered via email to the customers specified email address. The customer is obligated to retrieve regularly the invoice data. Only when explicitly requested can the customer receive a paper invoice delivered for a small additional surcharge. The

applicable additional surcharge for the paper invoice can be found on the price list for TKS BOSS Entertainment.

8.5. Payment to TKS can be made via direct debit, bank transfer, credit card direct debiting, online payment or in all TKS shops via cash or credit card. If the customer has chosen as payment for TKS invoice an automatic bank withdrawal, the payable invoice amount will be deducted from the provided account. The automatic withdrawal takes place earliest 10 days after the issued invoice. If the customer has an online payment account, the invoice shall be considered received when it is in the customer's account available. Costs for returned direct-debit orders or credit card debiting have to be paid by the customer to the extent that customer can be made responsible for the event that caused the costs.

If customer has an online payment account, the bill shall be deemed to have been received as soon as it is available on the customer's account.

Customer shall be entitled to offset amounts only if the counterclaim is undisputed or has been established as legally binding. Customer shall be entitled to enforce the right of detention only if it is based on counterclaims arising from the same contractual relationship.

## 9. Complaints

Complaints regarding the amount of connection charges or other utilization prices have to be made in writing immediately after receipt of bill. Complaints to TKS must be received by TKS within six weeks after invoice date. If complaints are not made in time, the bill is deemed accepted by the customer. The customer's legal claims over complaints remain unaffected after the deadline.

## 10. Changes of the general terms and conditions, service specification and price list

10.1. The general terms and conditions can be changed, as long as the substantial stipulations are not affected, the adjustment is necessary for the development for the contractual relationship, was not predictable when the contract had been agreed, and without the change the balance of the contractual relationship will be significantly changed. Substantial stipulations are in particular not affected by any change of underlying wholesale products that have no effect on the performance of the services or prices of TKS, or any changes that simplify complexity of the contractual agreement, including but not limited to the termination rules. Furthermore, TKS can make adjustments or additions to these General Terms and Conditions at any time if TKS deems these changes necessary to fill regulatory gaps that have developed or occurred after the contractual agreement was concluded. TKS can also use its judgement and make any modifications in view of any new binding court ruling having an impact on one or more clauses of these General Terms and Conditions that TKS deems necessary for compliance purposes.

10.2. The service specification can be changed if necessary for a valid reason and the customer thereby does not have an objective disadvantage, compared to the contractual agreement. This includes any service specification (e.g. retention or improvement of functionalities) that does not clearly differ. A valid reason for a modification exists when technical innovations for the owed specifications become available for TKS on the market or when a third party, from whom the TKS obtains necessary intermediate input to render their service, changes their range of service.

10.3. The agreed upon prices can be increased to reflect TKS's increased costs. This may be e.g. in case when a third party that TKS elects as a contractor for owed and necessary services under this contract, raises the price or fees. Furthermore, TKS is entitled to price increases to the extent

caused by an increase of the value added tax or by mandatory fees and taxes imposed by the German Federal Network Agency or otherwise due to a modification or revision of applicable regulations.

10.4. In the case of paragraph 11.1 to 11.3 above, TKS will communicate the intended changes of the general terms and conditions and/or the service specifications as well as price increases caused by an increase of the value added tax to the customer fully in advance and in written form before they are going into effect. Once that such communication will be received, each affected customer has the extraordinary right of termination. If the customer does not terminate the contract in writing within six weeks after such receipt, the modification will automatically go into effect and become part of the existing contract. The customer will be made aware in the notification of change of the consequences of such extraordinary termination.

## 11. Late payment

11.1. If the customer falls into default with his/her payments, TKS may block customer's access according to Section 45k German Telecommunications Act (TKG) at customer's expense. In this case, the customer's obligation to pay monthly charges remains unaffected.

If customer is in default

- a) With the payments or a substantial part of the payments for two consecutive months or
- b) When the failure of payment or default of a customer reaches an amount of a monthly payment of two months during a time period of more than two months, TKS has the right to terminate the contract immediately.

11.2. In any event, TKS' right to make further claims due to default of payment remains unaffected.

11.3. If TKS is in default with the services it owes to the customer, any potential liability is exclusively governed by the provisions of the Telecommunications Customer Protection Regulation under the TKG. The customer has the right to terminate the contract only if TKS does not comply with a minimum grace period of two weeks triggered by the customer's written notice to TKS.

## 12. Termination

12.1. The contract term starts at the day the operational provision of BOSS Entertainment service takes place. A cancellation request may be submitted on any day in writing with the termination becoming effective at the end of the month.

12.2. Cancellation of a request for BOSS Entertainment service can be done cost-free after signing the agreement of service up to 3 working days before the announced activation date at the latest. By non-compliance within the time-limit a 50.00 € fee is to be paid by the customer.

12.3. By terminating the contract on standard services, the contract for additional services will also be terminated automatically.

12.4. In case that TKS terminates the contractual relationship due to outstanding payments, the access may be reactivated within a dedicated timeframe that depends on the used customer care and billing system. Prerequisite for the reconnection of the access is the complete payment of all owed amounts that must include any additional fees that TKS may charge in these cases for a reconnection. TKS is entitled to collect a security deposit in cases of such reactivation. The security deposit amount is determined by the default amount that resulted in termination. After the debt collection is transferred to a collection agency, a reactivation will no longer be accepted.



12.5. TKS reserves the right to charge customers a processing fee at contract termination.

Irrespective whether the termination of contract being requested or executed by the customer or by TKS, TKS is always entitled to deduct from the available credit card or bank information all outstanding invoice amounts and processing fees.

### 13. Move

The customer is obligated to inform TKS two weeks in advance about any upcoming moves and to relay the new address. If the customer requests BOSS Entertainment again at the new location, TKS strives punctually to provide service at the new location, presuming that all the technical requirements are given. A move with the complete BOSS Entertainment package is only available with a move to another Single Soldier Quarter (SSQ).

Customers that move to a non-Single Soldier Quarter can only keep the TKS easyTV portion of the package. For the use of this service, the customer requires a stable internet connection with sufficient bandwidth and without data limitations. To avoid high costs through the use of the easyTV service, it is recommended to check, if the contract with the Internet service provider includes unlimited data usage, before signing the contract. Costs incurred for Internet use are fully liable by the customer. The TKS easyTV contract is specified in the TKS easyTV General Terms and Conditions as well as in the regulations set out in the specifications and price lists.

### 14. Protection of Minors and Sweepstakes

#### 14.1. Protection of Minors

TKS enters contracts for BOSS Entertainment products with adults only, therefore regulations for programs which may only be made available to adults (adult offers, § 4 section 2 State Treaty for the Protection of Minors in the Media, JMStV) do not apply.

14.1.1. TKS grants access to adult content only to natural persons whose legal age has been verified via personal identification. In order to verify legal age, customers have to provide an official ID when signing the contract at the TKS Shop.

14.1.2. Customer is obliged to use a PIN or other effective measures to make sure, that children and teenagers of the respective age group, living in customer's household or children and teenagers having access to the BOSS Entertainment access must not use development-impairing program offers which are marked respectively on the user interface. This applies in particular in respect to the (six hour) time difference in the transmission of US program offers in Germany which are not suitable for children and teenagers and are therefore broadcast at a time in the USA when children and teenagers do not usually have access to such TV program offers.

#### 14.2. Sweepstakes

14.3. The 6-hour time difference in broadcasting of US programs in Germany may cause problems in connection with sweepstake/ lottery programs which require feedback within a certain time. TKS cannot be held liable for the resulting loss of winnings or prizes.

### 15. Other conditions

15.1. The reception of the easyTV mobile part of the package will be interrupted immediately, if the Internet connection gets lost.

15.2. The customer may only assign rights and obligations of this contract to a third party after written approval by TKS.

15.3. The provisions of the Product Liability Law if applicable remain unaffected.

15.4. The contracting parties' contractual relations are exclusively governed by German law without reference to its conflicts-of law provisions.

15.5. As set forth in Clause 11 above, TKS is entitled to make changes in the price, service specification, or to the General Terms and Conditions. All changes are published under [www.tksable.com/terms](http://www.tksable.com/terms). Upcoming changes will be notified and announced in a timely manner on the monthly invoice to the customer.

15.6. The customer explicitly renounces the special delivery of changes as a written statement.

The changes are deemed approved if the customer does not object in writing or via email to TKS. The objection must be received by TKS within four weeks following the notification date. If a customer exercises his or her right of objection, both parties have the right terminate the contract in writing within the applicable deadlines.

15.7. Place of performance for the service under this Agreement is Kaiserslautern/Germany.

15.8. Place of jurisdiction: If the customer is a merchant or business entity, legal entity of public law or special fund under public law, or has no legal address in Germany, the exclusive venue for any disputes is Kaiserslautern.

15.9. Dispute resolution: The customer may submit a request to the Federal Network Agency to initiate out-of-court dispute resolution proceedings in the cases specified in Sec. 47a TKG. TKS does not participate in any voluntary dispute settlement proceedings before a general consumer arbitration body.

15.10. If a provision or part-provision is illegal, invalid or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If modification is not possible, the relevant provision or part-provision shall be deleted. Any modification to or deletion shall not affect the validity of the rest of this Agreement.