

## USAbroadTV General Terms and Conditions

TKS Telepost Kabel-Service Kaiserslautern GmbH Altes Forsthaus 2, 67661 Kaiserslautern (Amtsgericht Kaiserslautern HRB 32573), Germany (hereinafter referred to as "TKS") provides the customer ("customer") with USAbroadTV service via "easyTV App" and "easyTV Mobile Usage" with the capability to use a streaming device.

Therefore the "easyTV Mobile Usage" General Terms and Conditions are also legally binding for this contract. Further information can be found at [www.tkscable.com](http://www.tkscable.com).

This product is further referred to as "USAbroadTV".

The utilization of USAbroadTV is authorized internationally; with one exception: it is prohibited to use the USAbroadTV service within the USA.

### 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.tkscable.com/privacy](http://www.tkscable.com/privacy). Please do not hesitate to contact us if you have privacy-related questions.

### 1. Subject Matter of the Contract

The subject matter of the contract is specified in these General Terms and Conditions as well as in the regulations set out in the TKS service specifications and price lists, which regulate the provision of USAbroadTV.

The USAbroadTV 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. Prerequisites for utilizing the service

2.1. TKS accepts only natural persons as customers

2.2. Due to licensing reasons, contracts can only be concluded with customers that are US expat or similar status.

2.3. A stable internet connection with sufficient bandwidth and without data limitations is required. This contract does not include Internet usage. To avoid high costs through the use of the USAbroadTV service, we recommend that you check before signing the contract if the contract with the Internet service provider includes unlimited data usage or make a changeover to an internet provider that offers unlimited service. Costs incurred for Internet use are fully liable by the customer.

### 3. Entering into a Contract

The customer makes the contract request by entering the applicable order form on the TKS Online Portal 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.

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

The USAbroadTV service contains the "Flex Option", and the service called easyTV Mobile free of charge. The easyTV Mobile provides the capability to receive the USAbroadTV program package via mobile devices or another streaming device over the TKS easyTV APP & easyTV PC Client.

### 5. TKS special offers

TKS reserves the right to offer special reductions, sneak preview of upcoming new modular program packages, or free monthly service for their products and services.

The products and services will be charged at standard prices 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.

### 6. Protection of Minors and Sweepstakes

#### 6.1. Protection of Minors

TKS enters contracts for USAbroadTV 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.

6.1.1. TKS only grants access to adult content to natural persons who are legal of age.

6.1.2. 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 USAbroadTV 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.

#### 6.2. Sweepstakes

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.

## 7. Customer's obligations and responsibilities

7.1. The agreed prices according to the price list are due and payable immediately after the invoice is generated and must be paid promptly. Any costs for bounced checks, returned direct-debit orders, or returned credit card direct debit orders are borne by the customer to the extent that customer is responsible for the event that caused the costs.

7.2. For the use of this service, the customer requires a stable internet connection with sufficient bandwidth and without data limitations. This contract does not include Internet usage. To avoid high costs with the use of the USABroadTV service, we recommend that you check before signing the contract if the contract with the Internet service provider includes unlimited data usage or make a changeover to an internet provider that offers unlimited service. Costs incurred for Internet use are fully liable by the customer.

7.3. Personal access data (e.g.: PIN) must not be passed on to third parties and must be kept at a safe place where they are inaccessible to third parties. For safety reasons they should be changed when they are first used as well as in regular time intervals thereafter. If customer has reason to believe that unauthorized persons have obtained knowledge of the access data, customer shall modify them immediately. Access data may only be stored on electronic storage media (e.g.: PC, USB-Stick and CD-ROM) in encrypted form.

7.4. The contents provided by TKS, or parts thereof may not be edited, copied or disseminated, shown in public or used for advertising purposes or be employed in any form or for a purpose outside that which has been contractually agreed, unless TKS has given its express prior written consent.

7.5. TKS and its agents shall be indemnified against any and all claims by third parties who are based on the illegal usage of the provided services by customer or with customer's consent or which arise, in particular, from litigation involving data protection, copyright or other laws in connection with the provided services. If customer realizes or becomes aware of the fact that there is an imminent risk of such violation, customer must immediately inform TKS.

7.6. Customer must allow TKS to automatically perform software modifications (e.g.: firmware updates) of the mobile apps and PC clients used by customer.

7.7. In case of substantial breaches of the customer's obligations as well as in the event of well-founded suspicions for customer's breach of contractual duties according to point 8.3 and 8.6, TKS has the right to block the respective services at customer's expense. In this case customer remains obliged to pay the monthly fee.

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

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

## 8. Utilization by Third Parties

Customer is not allowed to grant third parties exclusive utilization or access of USABroadTV or to rent USABroadTV to third parties.

## 9. Liability of TKS

9.1. 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.

9.2. 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 10.1 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.

9.3. 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 8.2, 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.

9.4. 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.

## 10. Assistance in Case of Disturbances

10.1. A TKS hotline (in Germany 0631-3522-449) is available for customers every day to report disturbances

10.2. If maintenance work is necessary which can cause interference or interruptions, such work will be performed - they will be performed - if possible - during off peak times where there is little traffic.

10.3. In the event that 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.

## 11. Payment Conditions by TKS

11.1. Unless otherwise agreed by TKS, the invoice is delivered to the customers' online account. The customer is obligated to regularly retrieve the invoice data. Only when explicitly requested the customer may receive the invoice via email or a paper invoice for a small additional surcharge. The applicable additional surcharge for the paper invoice can be found on the price list for USABroadTV.

11.2. The monthly charges start with the operational access and are prorated based on the remaining monthly time frame. Thereafter charges are to be paid on a monthly basis in advance. 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.

11.3. Payment of charges for online contract conclusions can only be made via credit card direct debit. On the first of the month, TKS will deduct the invoice amount from the customers provided credit card.

11.4. 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.

## 12. Complaints

Complaints against the amounts of fees charged by TKS must be made in writing immediately after the 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.

## 13. Changes of the general terms and conditions, service specifications and price list

13.1. 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.

13.2. 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 func-

tionality) 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.

13.3. 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.

13.4. In the case of paragraph 13.1 to 13.3 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.

## 14. Late Payment

14.1. On the first of the month if the credit card debiting was not successful an immediate block of performance will take place. Two further attempts will be made within interval of two day to deduct the amount from the credit card information that was provided by the customer. As soon as one of the deduction attempts is successful, the USABroadTV access will be unblocked. Should neither of the deductions attempts successfully be concluded, the customer has the opportunity until the 14<sup>th</sup> of the month to clear all outstanding amounts and have their service reactivated. If the overdue amount is not fully paid by the 14<sup>th</sup> of the month, TKS will terminate the contractual relationship. In this case the customer remains obliged to pay the outstanding amount.

14.2. 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.

14.3. TKS reserves the right to assert any other claims arising from a default in payment.

## 15. Contract Term and Termination

The contract term shall begin on the day when operational provision of USABroadTV takes place; the earliest termination date is at the end of one month. Either party may terminate the contract in writing on any day with the termination becoming effective at the end of

the month. These regulations also apply for any additional options. All Termination requests must be sent in writing to TKS customer service center, via mail, e-mail or fax. The request must be signed and dated.

15.1. In the event that customer terminates the contract before the operational provision of the access or provision of additional services have taken place or before contractually agreed modifications have been performed, customer has to reimburse TKS for modifications that have already been carried out. However, such reimbursement shall not exceed the agreed amount for the provision or modification.

15.2. If the contract is not terminated, the contract term will be extended indefinitely.

15.3. In the event that TKS terminates the contractual relationship because of outstanding payments, the access may be reactivated within a certain period of time. This period depends on the customer administration system. Prerequisite for the reconnection of the access is the complete payment of all owed amounts that must include any additional fees. 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, is a reactivation will no longer be accepted.

15.4. The contractual parties' right to terminate the contract without notice for cause remains unaffected. For TKS termination for cause is especially justified in cases where customer commits a serious breach of customer's contractual duties. Furthermore, contract partners have the right to terminate the contract without notice if, for reasons that neither TKS nor customer can be held responsible for, services can no longer be provided due to problems with the terminating line. In this case the relevant legal provisions shall govern the additional enforcement of claims for damages.

15.5. In the event that TKS realizes during operational provision that customer's internet access is not suitable for the provision of a USABroadTV access, TKS will immediately inform customer of this fact. In this case both contract partners have the right to withdraw from the contract. Charges that may already have been paid by customer shall be reimbursed immediately.

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

15.7. Regardless, if the termination of contract is requested or executed from the customer or TKS, TKS is allowed to deduct from the available credit card all outstanding invoice amounts via credit card debiting.

## 16. Other Conditions

16.1. USABroadTV requires an Internet connection. However, the reception of USABroadTV will be interrupted immediately if the Internet connection gets lost. Caused by a too less or varying internet bandwidth the quality of the USABroadTV signal may be affected.

16.2. TKS is entitled to commission third parties to carry out services as sub-contractors. TKS is liable for

the provision of services provided by sub-contractors as if they were its own.

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

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

16.5. As set forth in clause 13 above, TKS is entitled to make changes in the price list, 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.

16.6. 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 e-mail 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 to terminate the contract in writing within the applicable deadlines.

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

16.8. 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.

16.9. 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.

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