

TKS easyTV & TKS easyTV IP 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 TKS easyTV or TKS easyTV IP 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.tkscable.com. This product is further referred to as "easyTV / easyTV IP". These General Terms and Conditions also apply if TKS provides its services on behalf of the Army & Air Force Exchange Service ("The Exchange"), Dallas, Texas 75201, United States, phone +1-214-312-3300, www.shopmyexchange.com/. In this case, the customer of The Exchange confirms his/her knowledge of The Exchange's Terms and Conditions for this contract, available at: www.shopmyexchange.com/customer-service/terms-and-conditions that will be part of the customer's contract with The Exchange. In addition to this complete version of the TKS easyTV & easyTV IP General Terms & Conditions, the customer of the Exchange hereby accepts the TKS service specifications, and the applicable TKS price list that can be found at: www.tkscable.com. In case of any conflict between The Exchange's Terms and Conditions and the TKS General Terms and Conditions, the TKS service specifications or the TKS price list, the TKS General Terms and Conditions, the TKS service specifications and the TKS price list shall prevail. For the avoidance of doubt, the term "TKS" in these General Terms and Conditions means for these customers "TKS on behalf of the Exchange."

These General Terms and Conditions, the TKS price lists, the TKS service specification, general terms and conditions of Deutsche Telekom AG 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 refer 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 as 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. 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 TKS easyTV and TKS easyTV IP products in connection with a cable access of TKS.

The TKS easyTV and TKS easyTV IP 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 military or their civilian followers, or persons who have the same legal standing.

2.3. For the reception of easyTV & TKS easyTV IP is an Internet connection required, that provides next to other technical requirements also an adequate bandwidth. If the bandwidth is too small or if it has to be shared with other applications the easyTV or easyTV IP streaming might be interrupted. The Internet access is not part of the easyTV or easyTV IP contract.

3. 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.

4. VAT exemption

TKS will automatically provide VAT relief on behalf of The Exchange to the extent that the customer is a US Department of Defense ID cardholder who qualifies for a foreign tax exemption under NATO Status of Forces Agreement (SOFA). Customers with this status are only US military, US civilian employees, and dependents living in Germany on orders. If the customer does not have SOFA status, the service cannot be offered or will be canceled in case of loss of SOFA status. Third party services are not VAT-exempt. Their VAT charges will be fully passed on to the customer. If you have any VAT-related questions, please visit your local TKS shop, contact the TKS hotline (in Germany 0631-3522-499) www.tkscable.com/service/vat-relief/.

5. Service specifications on the performance by TKS

TKS provides the following services for the product TKS easyTV and easyTV IP.

5.1. easyTV

The easyTV and easyTV IP service 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.

5.2. Terminal equipment

As far as TKS-owned cable accesses for the reception of TKS easyTV or TKS easyTV IP are concerned, TKS only assumes warranty for proper operational state of reception and additional equipment offered and marketed by TKS. Fault clearing of problems and impairments caused by the utilization of hardware not sold by TKS will be subject to charges for customers.

5.3. If customer receives free reception equipment together with the chosen product, and this equipment is provided on a permanent basis (gift), the reception equipment becomes customer's property as soon as it is handed over to customer. Customer has no right to demand particular or new equipment, or equipment with particular features; customer is only entitled to receive operational equipment. In case of liability for defects TKS will provide replacement equipment which does not have to be in mint state.

5.4. In Location Italy and Garmisch reception equipment must be purchased.

5.5. In Location Germany it is not possible to purchase from TKS reception equipment. In location Germany the customer is offered a rental process.

In Location off-base Germany only two reception equipment boxes can be rented.

5.6. If customer decides to rent reception equipment after having chosen a product, the reception equipment remains property of TKS. Customer is obliged to treat such equipment, packaging, all provided accessories with reasonable care. After the termination of the contract, the customer will be obliged to return the equipment, the original packaging and all accessories that were supplied with the equipment to TKS at customer's own costs and risk, and in a state and condition that enables TKS to rent out the equipment again with its original packaging and with all accessories. All not returned and / or damaged items will be charged according to the current price list. TKS will only be liable for defects of the reception equipment that may occur during the rental period that are not a result of improper treatment. Any replacement of damaged or destroyed equipment during the usage of easyTV or easyTV IP service may take place at customer's request and – provided that TKS is not responsible for the damage or destruction – at customer's expense. In the case that customer does not return the rented terminal equipment to TKS together with his / her notice of termination, the customer will be held liable to pay the current fair value amount as a deposit. After the contract ends, the customer has up to 6 weeks to return the device and be reimbursed the deposit, provided the leased equipment is in the return condition required by TKS (no technical or visible defects). If the terminal equipment is not returned within 6 weeks the customer will no longer be reimbursed the deposit. In location Italy there is no rental agreement possible. In this case the reception equipment must be purchased by the customer.

5.7. If within the framework of the product chosen by customer TKS supplies customer with free reception equipment during the contract term (loan), reception equipment remains property of TKS. The same conditions as described in point 5.6 apply to the return of the loaned devices. Any replacement of damaged or destroyed equipment during the usage of easyTV or easyTV IP service may take place at customer's request and – provided that TKS cannot be held responsible for the damage or destruction – at customer's expense. Within the framework of measures providing fault clearing of TKS services at customer's request, TKS has the right to download and change configuration data and operating software in order to restore the customer's service. This also applies to reception equipment provided according to point 5.6 (purchase). Customer's configuration data are only processed to the extent necessary to restore the original configuration.

6. 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.

If TKS offers services or bundles free of an activation fee, each service must be kept for 3 months. If any of these services are terminated before the 3-month period, the customer must reimburse TKS the full amount of the activation fees.

7. Protection of Minors and Sweepstakes

7.1. Protection of Minors

TKS enters contracts for TKS easyTV and TKS easyTV IP 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.

7.1.1. 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.

7.1.2. 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 TKS easyTV or TKS easyTV IP 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.

7.2. Sweepstakes

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

8. Customer's obligations and responsibilities

8.1. 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.

8.2. 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 through the use of the easyTV 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.

8.3. The services provided must not be misused, particularly

- all information with the purpose of incitement to violence against people,
- instructions how to commit criminal acts,
- information that glorifies or minimizes violence
- information that is sexually offensive in the sense of Sections 130, 130a and 131 StGB (German Criminal Code),
- pornographic content in the sense of Section 184 StGB,
- any content that may be morally harmful or damaging to children and teenagers, or
- any content that might harm the reputation of TKS or of the Exchange.

8.4. Customer has to grant TKS employees or third parties commissioned by TKS access to customer's property and any building located thereon at his own expense to the extent that this is necessary to perform testing, installation and maintenance work.

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

8.6. Personal access data (e.g. PIN) must not be passed on to third parties and have to 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.

8.7. 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.

8.8. 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.

8.9. Customer is not permitted to make the leased telecommunications terminal equipment available to, or sublease it to, third parties for their exclusive use without the prior consent of TKS.

8.10. Customer must allow TKS to automatically perform software modifications (e.g. firmware updates) of the Set Top Box or mobile apps and PC clients used by customer.

8.11. 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.

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

8.13. 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

9. Utilization by Third Parties

Customer is not allowed to grant third parties exclusive utilization or access of TKS easyTV or TKS easyTV IP or to rent TKS easyTV or TKS easyTV IP to third parties.

10. Liability of TKS

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

11. Assistance in Case of Disturbances

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

11.2. 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.

11.3. 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.

12. Payment Conditions by TKS

12.1. Unless otherwise agreed by TKS, the invoice is delivered via e-mail to the customers specified e-mail address. The customer is obligated to retrieve regularly the invoice data. Only when explicitly requested the customer may 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 easyTV and easyTV IP.

12.2. 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.

12.3. 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.

12.4. 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.

13. Down Payment Regulations

Upon conclusion of a TKS easyTV or a TKS easyTV IP contract TKS has the right to ask for a down payment in the amount of the monthly package plus additional option price. This down payment is released against outstanding debts when the contract is terminated.

14. Complaints

Complaints against the amounts of fees charged by TKS have to 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 complains remain unaffected after the deadline.

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

15.1. The general terms and conditions can be changed, as long as the substantial stipulations are not affected, the adjustment is necessary for the development of 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.

15.2. 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.

15.3. 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.

15.4. In the case of paragraph 15.1 to 15.3 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.

16. Late payment

16.1. If customer falls into default with at least one monthly payment, TKS has the right to block the TKS easyTV or TKS easyTV IP service at customer's expense. In this case customer remains obliged to pay the monthly fee.

16.2. If customer

a) is in default with the payment or a substantial part of fees 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. TKS reserves the right to assert any other claims arising from a default in payment.

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

17. Contract Term and Termination

The contract term shall begin on the day when operational provision of TKS easyTV or TKS easyTV IP 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.

17.1. 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.

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

17.3. In case that TKS terminates the contractual relationship because of outstanding payments the access may be reactivated within a dedicated time frame 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 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.

17.4. Contractual relationships concerning the provision of additional services may be terminated by either party in writing on any day, becoming effective to the end of the month. Saturday is not considered a workday.

Termination of the contract concerning the provision of standard services has the effect that contractual relationships on additional services will also end.

17.5. 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.

17.6. In the event that TKS realizes during operational provision that customer's terminating line is not suitable for the provision of a TKS easyTV or TKS easyTV IP 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.

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

17.8. 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 or bank information all outstanding invoice amounts, fee for all non-return lent hardware, and processing fees via credit card or bank debiting.

18. Other Conditions

18.1. The STB requires an Internet connection. However, the reception of easyTV IP will be interrupted immediately if the Internet connection gets lost. Caused by a too less or varying internet bandwidth the quality of the TKS easyTV signal may be permanently too weak or also vary. In case of an interruption of the Internet access, the reception of TKS easyTV programs will still be possible for another 12 hours, provided that the Set Top Box (STB) is not turned off or reset during this interruption phase (This only applies for cable TV connections).

18.2. 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.

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

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

18.5. As set forth in Clause 15 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. Upcoming changes will be notified and announced in a timely manner on the monthly invoice to the customer. 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.

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

18.7. 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.

18.8. 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.

18.9. 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.