

easyTV Mobile Usage General Terms and Conditions

1. Contract Partner

These conditions apply for the use of the “easyTV Mobile” and “easyTV App” provided by the TKS Telepost Kabel-Service Kaiserslautern GmbH & Co. KG. Contract partners are TKS Telepost Kabel-Service Kaiserslautern GmbH & Co. KG (called TKS in the following), Altes Forsthaus 2, 67661 Kaiserslautern (Amtsgericht Kaiserslautern HRB 2682) and the customer.

2. Subject Matter of the Contract

The “easyTV app” offers an additional means of access to TKS easyTV service via a mobile device.

To use the easyTV Mobile the customer concludes a user agreement contract for the following terms and conditions (hereinafter referred to as “General Terms and Conditions”).

The user agreement supplements the TKS easyTV service agreement (hereinafter referred to as “Service Agreement”). If there are no provisions to the contrary, the terms and conditions of the TKS easyTV service contract shall apply.

easyTV Mobile includes additional technical means of access to previously applied TKS easyTV service (the individual ways are completely referred to in section “Services”).

With easyTV Mobile the customer has the possibility to receive the TKS programs on devices such as smartphone or tablet, though an additional access within the framework of the TKS easyTV service that is included in the booked program packages.

3. Conclusion of the Contract

If not agreed otherwise, the contract is concluded upon receipt of the order confirmation but at the latest when the service is first provided.

4. General regulation for the use of the services

4.1. Services from TKS

4.1.1. To use the service customers are entitled to either an active TKS easyTV service agreement over the reception of the TKS program package or when an active TKS easyMobile mobile service contract was concluded.

4.1.2. The respective easyTV Mobile usable program package for the customer within the service framework of easyTV Mobile service is based upon the chosen package in which the customer agreed to in their TKS easyTV service contract. The program offered with the individual package may differ in the use over a mobile device compared to the use of a fixed network connection by means of a TKS easyTV Settop Box. Within the booking of the prepaid products over a TKS easyMobile mobile service contract the customer has all programs available that are allowed over this way with the license regulations.

4.1.3. To use the easyTV App the following devices are permitted: Smartphones and Tablet PC with the operating system IOS or Android. These devices that are applicable for the easyTV Mobile must be registered by TKS. Up to a maximum of five devices can be registered at the same time. Registration is done automatically by the first log in with the respective device. The list of registered devices can be reset within certain time intervals.

The use of the service on a device precludes the simultaneous use on another device. TKS can exchange the authorized devices at any time resp. the number of authorized devices increase or decrease. Further information about the registration of devices and the use of this service can be found on the TKS website www.tksable.com.

4.1.4. TKS reserves the right to change the content of services due to licensing reasons; example for such is loss of rights or the acquisition of new rights or for technical rea-

sons. In such a case TKS will inform the customer in a timely manner. The same applies if a change in technical realization should have an influence on the necessary system requirements of the customer.

4.1.5. In addition, TKS is entitled to terminate service at any time. This applies especially when the download of the easyTV applications over the App Store was discontinued.

4.2. Registration and Log in

4.2.1. The use of services requires the conclusion of a utilization agreement under consideration of the present conditions prior though the customer. Only adults are authorized to use the Service

4.2.2. TKS reserves the right to reject the offer of the customer to conclude the user agreement in individual cases. In addition, TKS may restrict access if the security of network operations, maintenance of network integrity, in particular the avoidance of serious disturbances of the network, the software or stored data, the interchangeability of the services or the required data protection.

4.2.3. The customer is required to enter (log in data) before each use of service the TKS customer number (username) and the TKS Password (password). Optionally, the customer has the possibility to perceive the provided function remain logged on with this device/Log in automatically. The TKS customer number and TKS Password is by choose of this function stored on the Smartphone resp. the Tablet PC and the customer stays for the easyTV App automatically log on.

4.2.4. The customer may not pass the log in data for the use of the easyTV Mobile to minor age persons. In addition, the customer is allowed to provide their log in data to people that belong within the customers own household.

5. Duties and Obligations of the Customer

5.1. For the use of the service the customers requires a Smartphone or a Tablet PC with Android or IOS system. For the use of the service, the customer also requires a stable internet connection with sufficient bandwidth. For access via Smartphone or Tablet PC the following type of network is required: for the content in standard definition and in HD: Wi-Fi (802.11 a / b / g / .n). It is the responsibility of the customer to ensure that the devices used from them meet the system requirements. The customer has to ensure that there is sufficient network quality and for available constant network. The customer is obliged for the provision of the device and the adequate internet connection. The connection costs (Internet) are payable from the customer.

5.2. The contents available on the easyTV Mobile are protected by law, particularly by copyright and service protective rights. The service contents are within the contractual time limitations only intended for private use and can only be used under these specified terms and conditions. In particular, the contents may not be modified in any way, changed, copied or provided to third parties or made available to the public (e.g. by uploading to so-called file-resp. streaming and sharing). In addition, the services or those of content may not be used for commercial purposes (e.g. for SMS services). A transfer of user data to third parties is expressly excluded. In case of violation TKS reserves the right to take legal action. The unauthorized transmitting from service contents over a Peer-to-Peer network, such as the unauthorized broadcasting, making available, upload, download, or otherwise distributing contents and / or supporting such acts that are expressly prohibited may result in an extraordinary termination from the TKS for this user agreement.

5.3. The customer is prohibited from granting children and young people access to film content that is not approved for their age group.

5.4. In case that the customer provides their login data (refer to 4.2.4) to other person than those belonging to their household, TKS is entitled to charge the customer a penalty. TKS reserves the right to enforce contract penalty and additional further compensation claims. In case that the customer provides the log in information to other persons that are not living within their household, TKS is entitled to demand a lump-sum compensation for the misuse of log in data. The amount is based on the 12 months service package charges. The customer is reserved the rights to provide proof of lower damages. The customer is entitled to prove, that the misuse of the log in data was taken place less than a year ago.

5.5. The service and contents of service may only be used from US military or persons who have the same legal standing living outside the territory of the United States of America.

5.6. The customer acknowledges that TKS is not responsible for the editorial content offered over the easyTV Mobile, provided that these contents are supplied from a third party. He also recognizes that in particular the sports are seasonal and may vary depending on the availability from the respective program rights for the TKS.

6. Payment Conditions

6.1. In the event that payment-base utilization of the service is agreed to, the customer is liable to pay the agreed usage fee according to the following regulation a month in advance. In addition, the customer has agreed to pay activation fees, if necessary, at the conclusion of this user agreement.

6.2. The payment of the user fee for easyMobile TV happens according to the chosen service regulation:

- in bank direct debit process, credit card debit process, bank transfer, via credit card transaction process, cash or online payment for the combination with an easyTV contract.
- in credit card debit process for the combination with an online easyTV or USAbroad contract.
- in credit card debit process for the combination with an easyMobile contract.

The user charges will be deducted monthly as part of the service contract.

6.3. If the customer is in default of payment, TKS may refuse the use of other services. If the customer is in default of payment, TKS is especially entitled to block access to the services.

6.4. TKS can increase the user charges payable by the customer, when the fee for provision of service increases through external factors such as technic-, service-, or license cost. The customer must be informed of the increase at least one month in advance.

If the customer does not use their right of termination, the amendment shall be deemed to have been approved.

7. Contract Term/Termination

7.1. The term of this user agreement consists of one month and extends automatically if the customer does not cancel service at least 30 days prior to the end of the month. It ends automatically as soon as the service contract – for whatever reason – was terminated.

7.2. Every cancellation request must be submitted in written form.

8. Data Protection

8.1. The personal data provided from the customer as well as data on the nature and frequency from their usage of TKS provided services will be from TKS as well as if necessary from third party, which are in a contractual relationship with the customer, collected, stored, used, as far as this is for the

processing of the contract, in particular for the implementation of customer service as well as the settlement of payment necessary is and transmitted for the purposes of order processing to authorized companies. Furthermore TKS collects, stores and uses the by the customer within the easyTV Mobile service registered data as well as the data, produced by the usage of channel content of the service easyTV Mobile, other TKS offered on-demand services and Live streaming services. These on-demand services can thereby affect program uses e.g. on mobile devices via cable, open Internet, IPTV or a combination of these transmission ways. The collection, storage, and use of the above data only takes place:

- for the purpose of appropriate tailoring of this offer.
- for the submission of interest equitable programs and product recommendations on the occasion of the order or (for example) the demand of channel contents by the customer on the above mentioned platforms.
- to prevent misuse of these on-demand services and offers, in particular fraud, and as far as the customer has given their approval by registration of the easyTV App and has not revoked it.

8.2. In the context of the use of easyTV App can guarantee for the purpose of advertising, market research and to design an appropriate offer, user profiles are created using pseudonyms. This means that the respective user profiles of the customer is not anytime with these data combined.

9. Service Disruptions / Liability

9.1. A liability of TKS is excluded if the failure in relation to the overall performance is only slightly. In particular, TKS shall not be liable for any faults or restrictions which are not the responsibility of TKS, or for damages resulting from a breach of duty caused by the customer.

9.2. The use of service is carried out at one's own risk. The customer is also responsible for any damage that occurs to hardware or software used by them.

9.3. TKS is liable to the customer for all the context of the user agreement resulting damages whether for breach of contract or unauthorized action, only in accordance with the following provisions:

In case of intent or gross negligence, claims under the Product Liability Act, TKS is liable under this law for the assumption of warranty and for damage arising from injury to life, body or health.

For damages caused by slight negligence, TKS is liable, subject to the limitations of the previous paragraph only if a material contractual obligation has been violated. In this case, the liability is limited to the foreseeable damage.

In all other cases of simple negligence, the liability of TKS is excluded.

9.4. If the liability of TKS is excluded or limited, this also applies to the personal liability of employees, representatives and agents of TKS.

10. Other Conditions

10.1. TKS has the right to change the contents of these Terms of Use with the consent of the subscriber, if the change is reasonable, taking into account the interests of TKS for the customer. The consent shall be deemed granted unless the customer objects in writing within four weeks of the notification of change. TKS agrees to notify the customer in the notification of change of the consequences of non-objection.

10.2. TKS can transfer this user agreement of one or more third parties (transfer of contract). The customer has the right in case of transfer of contract to cancel the user agreement without notice for important cause.

10.3. Different or additional terms and conditions of the customer are not recognized by TKS.

10.4. Contractual relations of the parties are governed by German law.

10.5. If any provision of these General Terms and Conditions are or become completely or partially invalid, the validity of the remaining provision will remain unaffected.