

## TKS easyTV & TKS easyTV IP General Terms and Conditions

### 1. Contract Partner

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.

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. 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 specifications and price lists, which regulate the provision of TKS easyTV and TKS easyTV IP products in connection with a cable access.

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).

### 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. Protection of Minors and Sweepstakes

#### 4.1. Protection of Minors

TKS concludes 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.

4.1.1. 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.

4.1.2. 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 resp. 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.

#### 4.2. Sweepstakes

Due to a 6-hour time difference in the transmission of programs that are part of the US program offer, there may be 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.

### 5. Duties and Obligations of the Customer

5.1. The customer has the following duties:

a) if customer has made arrangements with TKS to pay via direct debit or via credit card direct debit, customer has to ensure that there are sufficient funds in the respective account. For each debit balance not realized or returned unpaid, customer shall reimburse TKS to the extent that customer is liable for the event which led to the costs.

b) 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.

c) The services provided must not be misused, particularly - not for the purpose of activities listed in point 2, last paragraph.

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

- not to use any of the contents of TKS easyTV & TKS easyTV IP on another website or in a networked computer environment (Especially by uploading or republishing content from TKS easyTV & TKS easyTV IP in Internet, intranet or extranet or through the recording of content in another database or in other collection forms). Unless here expressly not otherwise stated, nothing in these conditions can be designed as a transfer of intellectual property, either as an estoppel objection, implied or otherwise. This license is revocable at any time without notice.

- to spread illegal or unauthorized copies of copyright protected works, for example by providing or production of pirated copies or links there to. Furthermore, it is prohibited to provide information or make available, how to avoid the manufacturer-installed copy-protection measures, provide pirated copies of TV programs or links to pirated TV shows.

d) The standard way to receive the monthly bill free of charge is via e-mail or online. If customer prefers to receive a paper bill, this is possible but subject to additional charges. The amount of the extra charge for a paper bill is listed in the TKS easyTV & TKS easyTV IP price list. In the event that customer pays via online payment, customer must make sure to retrieve the online bill at least once a month via the TKS customer account.

e) 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.

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

g) 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.

h) 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.

i) 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.

j) 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.

k) Customer must allow TKS to automatically perform software modifications (e.g. firmware updates) of the Set Top Box used by customer.

5.2. 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 5.1 b) and g), TKS has the right to block the respective services at customer's expense. In this case customer remains obliged to pay the monthly fee.

## 6. 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.

## 7. Payment Conditions

7.1. Starting on the day on which the service is initially provided ready for operation, monthly charges are to be paid for the rest of the month on a pro rata basis. Thereafter charges are to be paid on a monthly basis in advance. In the event that charges are to be paid for parts of a calendar month, charges shall be prorated for each day.

7.2. Payment of charges can be made via direct-debit, bank transfer, credit card direct-debit, online payment, or in all TKS shops via cash or credit card (For online contract conclusions payment of charges can only be made via credit card direct-debit). TKS shall debit the agreed account not before the tenth day following the receipt of the bill. Costs for returned direct-debit orders or credit card direct-debit 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.

7.3. 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.

## 8. 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.

## 9. Objections

Objections against the amounts of fees charged by TKS are to be submitted to TKS immediately after the bill has been received. Complaints must have been received by TKS within six weeks after receipt of bill. If no objections are made in time, this is regarded as acceptance; on its bills TKS will point out the consequences if customer fails to raise objections in time. Customer's other legal claims for complaints after the deadline shall remain unaffected.

## 10. Amendments of the General Terms and Conditions, Specifications and Prices

10.1. The General Terms and Conditions may be amended, provided that this does not affect essential provisions and regulations of the contractual relationship and that amendments are necessary to be able to adapt to developments which could not be foreseen at the time when the contract was concluded and which would lead to a noticeable imbalance

of the contractual relationship. Essential provisions are, in particular, those that deal with the type and scope of the contractually agreed services and the contract term including the termination provisions. Furthermore adjustments or amendments to the General Terms and Conditions may be made to the extent that they are necessary for the elimination of problems in performing the agreement due to gaps in the provisions that have arisen after the conclusion of the contract. In particular this may be the case if legal provisions are changed and one or several clauses of these General Terms and Conditions are affected hereby.

10.2. Specifications may be amended for valid reasons as long as customer is not subjected to any considerable disadvantage compared to the situation as it was when the contract was concluded (e.g. maintenance or improvements of functionalities) and if amended specifications do not deviate significantly from the original specifications. Valid reasons exist e.g. if technical improvements to the services owed under the agreement are available on the market or if third parties contracted by TKS for advance services necessary for the provision of its services change their service offer.

10.3. The agreed prices may be raised to compensate for cost increases. This is e.g. the case if third parties contracted by TKS for advance services necessary for the provision of its services owed under the agreement increase their prices or if such price increases are required by the Federal Network Agency due to regulatory measures.

10.4. If TKS intends to change the General Terms and Conditions or the Specifications or to raise the prices according to paragraphs 10.1 to 10.3, customer must be informed about these changes in writing at least six weeks before they are to go into effect. At the effective date of the changes customer shall have the exceptional right to terminate the contract. If customer does not terminate the contract in writing within six weeks after having been informed about the intended changes, the changes shall become part of the contract at the same time when they go into effect. The customer shall be explicitly informed of this consequence in the change notification.

## 11. Default

11.1. If customer is in arrears with at least one monthly payment, TKS has the right to block the TKS easyTV resp. TKS easyTV IP service at customer's expense. In this case customer remains obliged to pay the monthly fee.

11.2. If customer

a) is in arrears with the payment of fees or a considerable part thereof for two consecutive months or

b) over a period of more than two months customer is in arrears with the payment of monthly fees to the amount corresponding to the monthly basic price for two months, TKS is entitled to terminate the contractual relationship without notice.

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

## 12. Liability

12.1. TKS shall be fully liable for intent or gross carelessness. In the event of absence of a contractually guaranteed characteristic TKS shall be fully liable for all damages resulting thereof.

12.2. In the event of slight negligence TKS is fully liable for injuries to life, body or health. If TKS experiences delays in providing its services due to slight negligence or if the provision of services has become impossible or if TKS is in breach of a material contractual obligation, the liability of TKS will be limited to material and financial damages which are foreseeable and typical for this kind of contract. Material obligation is defined as an obligation which makes it possible

to fulfill the contract in the first place, whose breach jeopardizes the purpose of the contract and whose fulfillment the customer may rely on regularly.

12.3. Liability for all other damages is excluded, especially for loss of data or hardware problems resulting from the utilized storage medium's incompatibility with the Set Top Box.

Liability according to the provisions of the Product Liability Act shall remain unaffected.

### 13. Contract Term/Termination

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

13.1. 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.

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

13.3. In the event that TKS terminates the contract because customer is in arrears with payments, the access may be reactivated within a certain period of time. This period depends on the customer administration system. Prerequisite for a reactivation of the access is that customer has paid all outstanding amounts. If applicable, TKS may charge an additionally calculated fee for the reactivation of services. In the event of reactivation TKS is furthermore entitled to request payment of a security down payment. The amount of this down payment depends on the amount with which the customer was in arrears with payments and which led to the termination of the contract. After the case has been handed over to a debt-collection agency, reactivation of the account will no longer be possible.

13.4. Contractual relationships concerning the provision of additional services may be terminated by either party in writing with a notice period of six workdays. 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.

13.5. 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.

13.6. 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.

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

13.8. 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.

### 14. Reception Equipment

As far as TKS-owned cable accesses for the reception of TKS easyTV resp 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.

14.1. 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.

14.2. In Location Italy and Garmisch reception equipment must be purchased. If customer buys reception equipment from TKS, it will remain property of TKS until customer has paid the full amount. In the event that the reception equipment is defective, TKS has the right to refuse the type of subsequent improvement chosen by customer if this may only be achieved at disproportionately high costs and if customer would not suffer any disadvantage in case another kind of subsequent improvement was chosen. If reception equipment is defective, TKS has the right to supply customer with replacement equipment that has been completely overhauled by the manufacturer and may therefore be regarded as good as new. The decisive factor is that the equipment is fully operational.

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

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

14.4. If customer decides to rent reception equipment after having chosen a product, the reception equipment remains property of TKS. After terminating the contract, customer is obliged to return the equipment to TKS at customer's own costs and risk and in a state that enables TKS to rent out the equipment again. In accordance with legal regulations TKS will only be liable for defects of the reception equipment occurring during the rental period if such defects are not a result of improper treatment of the rented object. Strict liability without fault according to § 536 a sect. 1, 1. Alt. BGB shall be excluded. In the case customer does not return the leased terminal equipment to TKS together with his 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 lease agreement possible. Therefore the customer can not rent reception equipment. In this case the reception equipment must be purchased by the customer.

14.5. 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. Customer is obliged to treat such equipment with care. Customer does not have the right to demand particular equipment. After terminating the contract, customer is obliged to return the equipment to TKS at customer's own costs and risk and in a state that enables TKS to rent out the equipment again. TKS will only be liable for defects of the reception equipment occurring during the rental period that are not a result of improper treatment of the reception equipment if TKS fraudulently concealed the defect when the equipment was handed over to customer (transfer of risk). Replacement of damaged or destroyed equipment during the contract term shall take place at customer's request and – provided that TKS cannot be held responsible for the damage or destruction – at customer's expense.

14.6. 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 14.2 (purchase). Customer's configuration data are only processed to the extent necessary to restore the original configuration.

## **15. Privacy Information**

Help us to protect your personal data. Use your data protection rights. You do not want us to use your data for promotional purposes? Then we will change this in accordance with your wishes. You want to know which data we hold on file about you. Or your contact details need amending? Simply get in touch with us. Learn more about privacy at TKS on [www.tkscable.com/privacy](http://www.tkscable.com/privacy).

## **16. Other Conditions**

16.1. 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).

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. Customer shall have the right to transfer the rights and obligations arising from this contract to a third party only with the prior written consent of TKS.

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

16.5. Place of performance for the service is Kaiserslautern

16.6. Place of jurisdiction and governing law: If the customer is a merchant, legal entity of public law or special fund under public law, or is without general national place for this contract the place of jurisdiction is Kaiserslautern.

16.7. 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. In such a case, the contract participants are obliged to participate in the conclusion of provisions in which the solution shall be achieved to be a legally valid result that comes as close as possible to the commercial intent of the invalid provision.