

TKS easyTV fire edition General Terms and Conditions

1. Contract Partners

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.

The customer concludes a corresponding contractually agreement with TKS via an online portal. This portal contains all relevant information for the conclusion of the contract, such as customer registration, the authorization for the service, and credit card information. The operation of the portal site is located within the Federal Republic of Germany.

Due to licensing reasons, contracts can only be concluded with customers that are US military members or their civilian followers, or persons who have the same legal standing.

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

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 fire edition products in connection with a suitable internet access.

The TKS easyTV fire edition contains the service called easyTV Mobile. The easyTV Mobile service provides the capability to receive the TKS TV program package via mobile devices over the TKS easyTV APP. Therefor the "easyTV Mobile Usage" general terms and conditions are also legally binding for this contract. Further information can be found at: www.tkscable.com.

The TKS easyTV fire edition 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. TKS special offers

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

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

5. Protection of Minors and Sweepstakes

5.1. Protection of Minors

TKS concludes contracts for TKS easyTV fire edition 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.

5.1.1. TKS grants access to adult content only to natural persons, whose legal age has been verified over the activation portal via mandatory requirement of date of birth.

5.1.2. 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 fire edition 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.

5.2. Sweepstakes

Due to a 6-hour time difference in the transmission of programs (if used in Germany) 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.

6. Duties and Obligations of the Customer

6.1. The customer has the following duties:

a) 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 caused by the use of the easyTV fire edition 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 usage are fully liable by the customer.

b) 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 fire edition on another website or in a networked computer environment (Especially by uploading or republishing content from TKS easyTV fire edition 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 exhibited 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.

c) The customer has to ensure that there are sufficient funds in the respective credit card account which they have provided TKS for debiting. 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.

d) With the TKS easyTV fire edition service the monthly invoice is only provided online to the TKS customer account. The customer will be informed via e-mail that an invoice is now online available. Therefor the customer is responsible for retrieving monthly the online invoice.

e) Personal access data must not be passed on to third parties and have to be kept at a safe place where they are inaccessible for 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 ac-

cess data, customer shall modify them immediately. Access data shall only be stored on electronic storage media (e.g. PC, USB-Stick and CD-ROM) in encrypted form.

f) 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.

g) 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.

h) TKS reserves the right to automatically perform service modifications of the easyTV Mobile or easyTV App used by customer.

6.2. 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 6.1 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.

7. Utilization by Third Parties

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

8. Payment Conditions

8.1. 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.

8.2. 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.

8.3. Online invoices shall be deemed to have been received as soon as it is available on the customer's TKS online account.

8.4. TKS easyTV fire edition service includes VAT exemption.

9. Late Payment

9.1. 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 days 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 TKS easyTV fire edition access will be unblocked. Should neither of the deductions attempts successfully be concluded, the customer has the opportunity until the 14th of the month to clear all outstanding amounts and have their service reactivated. If the overdue amount is not fully paid by the 14th of the month, TKS will terminate the contractual relationship. In this case the customer remains obliged to pay the outstanding amount.

9.2. 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.

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

10. 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.

11. Amendments of the General Terms and Conditions, Specifications and Prices

11.1. 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.

11.2. 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.

11.3. 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.

11.4. If TKS intends to change the General Terms and Conditions or the Specifications or to raise the prices according to paragraphs 11.1 to 11.3, customer must be informed about these changes in writing at least six weeks before they 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.

12. Liability

12.1. The TKS is not liable for financial claims of the internet service provider towards the customer, resulting from the increased use of data by the TKS easyTV fire edition service on the customer's internet connection.

12.2. 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.

12.3. 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.

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 fire edition 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. 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.

13.5. In the event that TKS realizes during operational provision that customer's terminating line is not suitable for the provision of a TKS easyTV fire edition 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.

13.6. Due to licensing reasons TKS reserves the right to immediately terminate the service when the customer utilizes the service in the USA.

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 de-

duct from the available credit card all outstanding invoice amounts via credit card debiting.

14. Other Conditions

14.1. The easyTV fire edition service requires an Internet connection. Therefore the reception of easyTV fire edition will be interrupted immediately if the Internet connection gets lost.

Due to a too low or varying internet bandwidth the quality of the TKS easyTV fire edition signal may be permanently too weak or also vary.

14.2. 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.

14.3. 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.

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

14.5. On the basis of legal regulation TKS reserves the right to transfer customer information to a third party for activation purposes, background checks, collection agency, authorities that deal with criminal acts and other cases of this nature.

14.6. Place of performance for the service is Kaiserslautern

14.7. 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.

14.8. 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.