

Foxxum General User Conditions for Internet Compatible Terminals

Your internet connected device [referred to as „Device“ below] uses an internet service function [referred to as „Portal“ below]. This enables you to access services, content, software and products of third parties through the internet. In addition you receive access to open internet content.

A. General User Conditions

1. Your relationship to Foxxum

1.1

Your contact partner for using the portal and all products which you can access via the portal or third parties like for instance services, software and service features [„Service Feature“ below] is Foxxum GmbH, Wall 55, 24103 Kiel, Germany [referred to as „Foxxum“]. For using the service feature applies as conditions of a legally binding the contract between you and Foxxum.

The previously mentioned contract consists of the following components (jointly referred to as “General User Conditions”):

- (A) General User Conditions
- (B) Service Features
- (C) Foxxum Data Protection Guidelines
- (D) Foxxum Copyright Protection Laws
- (E) Contact Foxxum

1.2

The general user conditions only apply to the service features and the open internet which are specified in this document. These are only made available to you by Foxxum or third parties via the portal. The general user conditions supplement the conditions and non-liability clauses which were delivered to you on purchasing your equipment and do not influence the validity of these. According to this these conditions and liability clauses are fully effective.

1.3

The general user conditions of Foxxum encompass the use of the portal, access to the service feature, access to open internet content and represent a legally binding agreement between you and Foxxum. All service content accessible through the portal are made available to you by Foxxum or third parties. Please carefully read the general user conditions of the portal. A printable version of the general user conditions is found at www.foxxum.com/imprint

2. Agreement to the general user conditions

2.1

The use of the portal presupposes the acceptance of the general user conditions. At the same time you must be 18 years of age unless you are acting on the prior understanding of

your legal representative. In case you do not agree with the general user conditions – even only partly – access to the portal functions and service features cannot be guaranteed.

2.2

Through using the portal you accept that the current general user conditions are legally applicable to you. In addition you acknowledge and accept that your using of this is treated as acceptance of the general user conditions by Foxxum.

3. Changes to the device

Service features can be called up via your device by means of the portal. Access to these service features can be exclusively guaranteed if the device is not manipulated in anyway. You agree to not manipulating the device or not attempting to do so. You agree not to evade technical measures for controlling access to particular content or rights to such content or attempting to do so. You agree not to evade copying protection systems or attempting to do so. You agree not to encrypt cryptographic cipher keys or attempting to do so. You will also not render void security features implemented in the device or attempt to do so. You agree not using the device for unauthorised purposes or illegally or contrary to regulations.

4. Use of the portal and service functions

The use of the portal and the service functions presupposes a functioning internet connection. The portal is provided by Foxxum dependent on the availability and without warranty. The provision of access to open internet content or the portal can be limited or set by Foxxum at anytime and without advance notice and at its own discretion.

5. Disclaimer with respect to the service features

Service features which are called up via the portal do not underlie the control of Foxxum. Your device enables you to access these service features and the receipt of these via the internet. Foxxum has no editorial influence over all the service features prepared by other parties and received on your device through the portal and therefore accepts no liability for the service features, content of these or the nature of these or their preparation. Foxxum cannot accept a guarantee for the complete or timely preparation of the service features, as well as correctness, accuracy, reliability of the contents. You take notice of and agree to use the service features at your own personal risk.

6. Rights of service feature owners

Service features can be protected by copyright or through other intellectual or other property rights. Under certain circumstances the obtaining of a licence or other authorisation is necessary at own expense and own risk in order to use particular service features. You understand that you are responsible for obtaining the required licences or authorisations. You understand you carry the sole liability for damages which come about through failure to

obtain the corresponding licences or authorisations. You agree that Foxxum is not liable for the use of content by you.

7. Access limitations

Access to the portal of the service features cannot be guaranteed by Foxxum. In addition Foxxum accepts no guarantee for permanent access to a particular service feature. Foxxum is entitled to adjust or include service features at anytime.

8. Changes to the portal, service features and/or the general user conditions

8.1

Foxxum is authorised to change portal functions or the portal – for instance through enhancement or removal of features or service features- at its own discretion. Such changes can also include changes of the current general user conditions.

8.2

Foxxum is authorised to undertake changes of the general user conditions. In this case Foxxum makes the changed general user conditions accessible via the website www.foxxum.com/imprint

8.3

You acknowledge and understand that Foxxum considers further use of the portal as agreement to the current general user conditions after changing the general user conditions. You agree to regularly monitor the user conditions with respect to changes.

9. Registering

9.1

Access to the portal can require registration, the setting up of a user account and/or fee. The registration can require the preparation of personal data and selection of a unique and secret password. Your personal data is handled in accordance with the data protection guidelines for Foxxum.

9.2

Your personal data must be complete, correct and truthful. Foxxum reserves the right to block user accounts provided these were issued in an unreasonable way and/or infringe the applicable general user conditions.

10. Software and intellectual property rights

10.1

Under certain circumstances you will need additional software in order to use the portal or have access to particular service features. Occasionally special software was delivered to you on purchasing the equipment and you will receive additional software in future. The

software is for the most part integrated into the device and is not accessible to you as user. The software installed is the property of third parties.

10.2

When using the software you agree not to undertake any disassembly, decompilation, retrogression or change to the software. In addition you agree not to use the software for the development of derivatives and not to award any sublicenses to the software, distribute the software or use for unauthorised purposes or use illegally or contrary to regulations.

10.3

The current general user conditions and all license agreements connected with this apply to the use of software of Foxxum. The respective licence agreements apply to the use of the software by third parties.

10.4

The property rights for the software are not overlooked by you during use of the software. Foxxum reserves all rights to the software and other intellectual property such as copyright, patent rights and rights to commercial brands and brand names.

11. Exclusion of liability

11.1

Foxxum accepts no liability in case the portal or a service feature does not correspond with the requirements of the user or that the use of the portal can take place at the desired time without limitations or interruptions.

11.2

Foxxum accepts no liability for information, content accessible via the portal and internet and use of this and its reliability. Your special guarantees were handed over on purchasing your device. The validity of these guarantees including the liability exclusions connected with this, continue to exist.

12. Liability limitation

Foxxum does not pay any damages for incidental, indirect and atypical damages. In addition consequential damages (this implies lost profits or lost savings) or punitive damages or damages in the case of data loss or business disruptions which arise from the use of the device, portal or service feature or are connected with these, are not accepted regardless of whether these damages are based on a civil offence, a guarantee, a contract or other legal theory – even if the possibility of such damages was pointed out to Foxxum or is conscious of such a possibility. At the most the joint liability of Foxxum for damages (regardless of the causes) totals to the amount paid by you for the device. The previously mentioned exclusion criteria do not apply in the case of gross negligence, with deliberate acts or injuries to life, body or health.

13. General Provisions

13.1

You agree in case Foxxum does not exercise or implement the rights or legal means [or rights or legal means which are due to Foxxum in accordance with the applicable law] contained in the general user conditions, this does not qualify as formal renouncement of these rights by Foxxum and the applicable rights or legal means are still at the disposal of Foxxum .

13.2

The general user conditions are the basis for the entire legally binding agreement between you and Foxxum. They are applied in the use of devices, the portal and access to service features of third parties by you.

13.3

In case a provision of these general user conditions is found to be legally ineffective by a court, the corresponding provision is deleted from the general user conditions. For this reason the remaining general user conditions are not affected. The remaining general user conditions continue to remain in force and enforceable..

13.4

The laws of the legal system under which the device was purchased apply to your relationship with Foxxum within the scope of the general user conditions. You agree with the non exclusive responsibility of the law of the applicable country. You agree that Foxxum is also entitled to request provisional ordinances [or other equally urgent legal protection] within the scope of a legal system. The agreement of the United Nations about the international sale of goods does not apply to the current general user conditions. The use of the CISG is hereby categorically ruled out.

13.5

You agree that Foxxum sends messages to you via the portal about changes to the general user conditions etc.

B. Service features

1. Definitions

1.1

Service features are audio visual elements and ideas which are offered by Foxxum or third parties. Amongst other things these contain data, material films, videos, photographs, software, games. Designs, artworks, pictures, music, sounds, information and other material including derivative, existing or future works, in all media and all formats.

1.2.

Service features mean a whole range of services and functions offered by Foxxum or third parties which are typically accessible via the internet. Amongst other things these include the availability of music, film, video, news transmissions, blogs, chat services, use of social networks, information, procurement, provision, sale, purchase, hiring and advice about your device.

2. Use

The use of all service features contained in the portal is exclusively limited to personal, non commercial use. Other uses are prohibited.

3. Registering

3.1

Access to the service features can require registration, the setting up of a user account and/or fee. The registration can require the preparation of personal data and selection of a unique and secret password. Your personal data is handled in accordance with the data protection guidelines of the service provider.

3.2

The registration and setting up of a user account as well as the level of fees with a service feature of third parties subject to costs underlie the guidelines and the general user conditions of the content of respective third parties.

4. Contacting Foxxum

Through use of the portal and recognition of the applicable general user conditions the user agrees that this use is bound with advertising and contacts through messages from Foxxum or third parties or current announcements, administrative notifications, newsletters and other materials if necessary. The advertising and contacting is a part of the portal service, a registration is not provided. Particular services or content are possibly not suited to minors or other users.

C. Foxxum Data protection guidelines

Foxxum places great emphasis on the protection of your personal data which you pass onto Foxxum. Occasionally Foxxum will use „cookies“to capture and store some of your personal data to improve the portal.

„Cookies“enable Foxxum to recognise your device when used next without bothering you with a registration request.

Possibly Foxxum will collaborate with other companies who also use cookies. When you use the portal, the service features and / or the open internet the “cookie“ captures and stores different “user information“ about you in particular, the Internet Protocol [IP] Address of the device, MAC address of the device, date and time of the portal use, the names of the service providers you have accessed via the portal and the internet addresses of websites which you have accessed via the open internet through links on the portal. Foxxum again deletes the collected and stored data after a certain time.

Foxxum very much recommends you read the Foxxum data protection guidelines in order to learn more about the use of your personal data gathered by Foxxum from cookies sent to your device. These guidelines are found under: <http://www.foxxum.com/imprint>

D. Foxxum-Urheberschutzrichtlinie

As owner of copyrights or as representative of the copyright owner you can send Foxxum a message containing the following points should you be of the opinion that the portal or the service features accessible or linked through this infringe your copyright:

- Details of the copyright protected works, which is the object of the alleged legal infringement or a representative list of these works on a page when several copyright protected works are gathered on a single online page in a single message,
- Details about the materials which allegedly infringe the law or are the object of a legal infringing negotiation and which should be removed or access to which should be denied as well as sufficient information which enable the service provider to localise these materials,
- Ensure sufficient information for corresponding contact details.
- An explanation that you have reason to assume the use of materials in the manner criticised is not authorised by the owner of the copyright, his representative or is authorised by law. Notifications about alleged infringements are to be sent to:
Foxxum GmbH, Wall 55, 24103 Kiel, Germany, E-Mail: info@foxxum.com, Fax: +49 431 260 410 599.

You confirm that your notification about non adherence of the previously specified requirements is not legally effective and can be withdrawn without further notification.

If a copyright infringement in accordance with the prespecified guidelines is submitted incorrectly this can lead to prosecution.

Contact Foxxum

Foxxum Portal is provided for you by:

Foxxum GmbH, Wall 55
24103 Kiel
Germany
Handelsregistereintragung: HRB13103 KI
USt.-ID: DE278364654