



**General Terms and Conditions of stream24 Webcasting KG  
for the "stream24.com" division  
(effective 14<sup>th</sup> October, 2016)**

**1. Scope of application**

The following conditions regulate the use of the products and services offered by stream24 Webcasting KG within the "stream24.com" division, hereinafter referred to as "stream24".

Verbal supplementary agreements, individual agreements and contracts are only valid if stream24 states or confirms this in writing.

**2. Scope of services**

The stream24.com division is dedicated to webcasters and provides internet radio hosting services and web-based software solutions for operating internet radio stations.

**3. Participating conditions**

Only one free server is permitted per customer or web radio. Violations result in termination and deletion of the account. Free server means: no monthly server costs, just a one-time account fee.

**4. Contract conclusion and test phase**

4.1. The stream24 offers are non-binding and subject to change. The contract is concluded after the customer's registration and order by means of confirmation from stream24.

4.2. Individuals under the age of 18 require the consent of one of their legal representatives. For this purpose, stream24 provides a form to print and be filled out in handwriting.

4.3. The notice of acceptance is sent by stream24 by email. The customer receives an order confirmation including the information to access the customer area and the General Terms and Conditions as well as cancellation instructions as a PDF attachment. The initial bill is sent in a separate email.

4.4. After registration, the customer can use the services for free, unrestricted and without obligation for up to seven days with five slots for detailed familiarisation and testing purposes. If the first bill is not paid within at least seven working days after the end of the test phase, the contract is considered as having failed and access as well as all customer data will be completely deleted from the system.

If the payment is received, the services in accordance with the order data will then be completely free.

4.5. Upgrades and orders of other options are then possible via the customer area. Upgrade activations happen shortly thereafter; downgrades are considered at the beginning of the next billing period.

4.6. The contract is concluded for an indefinite period; the minimum term is one month.

## **5. Compensation and payment obligations**

### **5.1. Services without a periodic fee**

After receipt of payment for the setup bill, the customer server will be unlocked in accordance with the respective offer.

### **5.2. Services for a monthly fee**

Billing is fundamentally based on the prepaid principle, at least one month in advance.

After receiving full payment for the initial bill, the customer's server is released to the extent ordered. The customer's streaming account will be topped up from the day following activation for the duration of the first billing period.

Two weeks before the end of the current billing period, the customer will receive a subsequent invoice. This is due before the start of the next period.

If the customer is in default of payment, stream24 reserves the right to prevent the use of the services and only to release them again after receipt of payment.

### **5.3. Universally valid for all types of services**

Billing takes place via email in PDF format as an attachment.

A bill is considered paid if the full amount stipulated has gone into one of stream24's accounts.

Customers transferring money from abroad must ensure that any exchange and transfer fees are not charged to stream24.

## **6. General obligations of the customer**

### **6.1. Obligations when ordering online**

When registering, the customer is obliged to provide truthful information as specified by the registration form and to add any subsequent changes. The customer will endeavour to ensure – by himself as far as possible – that he receives all emails sent to the address specified by him from stream24 (e.g. through suitable spam filtering settings).

### **6.2. Due diligence when handling customer data**

The customer shall ensure that customer information is not disclosed to third parties and is liable for all activities carried out using the customer data.

As soon as the customer becomes aware that third parties are using the customer data improperly, he is obliged to inform stream24 of this immediately. After receiving the information, stream24 will block the account and issue new access data.

### **6.3. Content of the broadcasts**

The customer agrees not to broadcast streams with the following content:

- broadcasts, the content of which violates legal provisions;
- broadcasts with child pornography content and in particular messages that violate the provisions of the Law on the protection of young persons (JuSchG);
- broadcasts containing threatening, violent, offensive, racist, defamatory, right-wing extremist, nationalist, socialist or discriminatory content;
- broadcasts that infringe the rights of third parties, such as intellectual property rights (trademarks, copyrights, etc.) or the general right to protection of personality including the right to self-determination in regard to information;

#### 6.4. Obligation to comply with the streaming bit rate

The customer agrees not to exceed the agreed maximum bit rate. The occasional initial configuration error is excluded.

stream24 periodically checks whether these conditions are met. Should this not be the case, the stream server will automatically be terminated by the system and must be restarted by the customer. A corresponding message about this process is written to the customer via email and also as an entry on his message board.

Upon detection of abuse, stream24 reserves the right to deny access and dissolve the contractual relationship without notice.

#### 6.5. Obligation to avoid damage

The customer agrees to indemnify stream24 of any disadvantage which may arise for stream24 through third parties due to damaging actions of the customer, in particular non-compliance with the above obligations - whether intentionally or through negligence.

### 7. Termination, cancellation of access

#### 7.1. Statutory notice of termination

Either contract party may terminate the contract at any time at the end of the current billing period without giving any reasons. Termination by the customer may be via an online form in the customer area or by email/letter/fax to the contact specified in the company imprint. The customer may use the services of stream24 until the last day and use up his credit as usual and completely.

#### 7.2. Extraordinary notice of termination

Significant breaches of contract entitle both parties to immediately terminate the contract. The contractual obligations, the fulfillment of which facilitated the proper execution of the contract in the first place and the compliance of which the parties rely upon, are especially significant.

As far as can be reasonably expected, stream24 issues the customer a prior warning if the contract is breached. If the customer subsequently breaches the terms and conditions again, the stream server and account will be deleted.

#### 7.3. Access cancellation

stream24 reserves the right to cancel the customer's access and delete all customer data if the received initial invoice is not paid or if the customer does not pay the subsequent invoice within ten weeks in order to top up his streaming account.

Accounts without periodic fee (25-slots-server against one-time payment) will be deleted if the last use (stream) dates back more when 12 months.

## **8. Liability**

### **8.1. Disclaimer**

For minor negligence, the liability of stream24 is limited to foreseeable, typical for the contract, and direct average damages. This also applies to minor negligent breaches of duty by legal representatives or vicarious agents.

The above limitation of liability does not affect the customer's claims under the Product Liability Act (ProdHaftG), neither does it apply to claims resulting from an intentional or negligent violation of life, body or health attributable to stream24.

Compensation for a breach of fundamental contractual obligations is limited to contract-typical, foreseeable damages (server fee), unless caused by intent or gross negligence. The contractual obligations, the fulfillment of which facilitated the proper execution of the contract in the first place and the compliance of which the parties rely upon, are especially significant.

### **8.2. Third party liability**

stream24 has no influence on the content of programmes provided and/or broadcast by the customer. The responsibility and liability for the entire programme content lies with the customer. The customer indemnifies stream24 from all claims by third parties resulting from his content.

### **8.3. Liability for viruses, hardware or software damage**

Although stream24 always endeavours to keep the website free from viruses, stream24 does not guarantee freedom from viruses. Before downloading data, the customer should, for his own protection, arrange for appropriate safety measures and virus scanners.

For hardware or software damage, the cause of which is placed in the context of using the stream24 website or services, the limitations of liability under section 8.1 apply.

### **8.4. Licenses**

It is solely the web radio operator's obligation to enter into license agreements with collecting societies (e.g. IFPI) for emitting licensed or copyrighted music content. The customer bears the cost of these licenses.

### **8.5. Availability of services**

stream24 strives to offer a powerful and stable service in cooperation with technology partners and computer centers. Occasional failures due to technical faults or maintenance are not excluded from the scope of the contract.

The customer is aware that there is no guarantee that the objective of his data will be achieved on the internet. Such a guarantee is also not assumed by stream24.

## **9. Jurisdiction / applicable law / place of performance**

Only the laws of the Federal Republic of Germany apply unless the protection granted is revoked by the mandatory provisions of the laws in the country in which the user has his habitual residence. The provisions of the UN Sales Convention do not apply.

For contracts with private individuals, the place of performance and jurisdiction is the same as the customer's place of residence.

The jurisdiction of stream24 (Erlangen) also applies if the customer has no general jurisdiction in Germany, relocates to his domicile or habitual residence abroad after conclusion of the contract, or if his domicile or habitual residence is not known at the time the action is filed.

## **10. Changes to the General Terms and Conditions**

stream24 may change the General Terms and Conditions at any time, without giving reasons, especially if legal rulings or regulations require it to do so. The customer will be notified of the amended terms and conditions by email no later than four weeks prior to their entry into force. If the customer does not object to the validity of the new General Terms and Conditions within four weeks after notification, the amended General Terms and Conditions shall be deemed to be accepted.

In the event the customer does express objections, stream24 is entitled to exercise extraordinary termination should adhering to the contract under the former terms and conditions no longer be reasonable.

stream24 will expressly draw the customer's attention to the importance of this period and to the consequences of objecting in the email.