

General terms and conditions of stream24 Webcasting

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1. Subject matter

These terms and conditions apply to contracts with and to the use of all services provided by stream24 Webcasting KG (in the following: stream24).

Individual unwritten agreements and contracts are only valid if confirmed in writing by stream24.

2. Scope of supply and services

stream24 offers individual webcasting solutions and streamserver hosting services as well as the hardware and network connection related with it, allowing our customers to provide and to broadcast videos and audio programs via the internet against payment.

3. Terms of attendance

The offers made by stream24 are addressed to private customers as well as to corporate clients. There are two different tariff groups provided: "Hobby Streams" and "Professional Streams".

The "Hobby Streams" tariff only applies to small, private users, for example pupils, apprentices and students, private webpage operators offering chat, clan and fan forums and all webcasters who offer only few hours of program per day/week.

The "Professional Streams" tariff applies to all tradesmen and freelancers, to associations and organisations, to academic projects, to professional terrestrial, cable and satellite broadcasters and to webcasters in need of high bandwidth.

4. Conclusion of the contract, trial period for "Hobby Streams"

4.1 All offers made by stream24 are non-binding and subject to confirmation. The contract will be concluded after registration and ordering by the customer and confirmation by stream24.

4.2 All persons minor under German law (under 18 years of age) are only allowed to attend to stream24's services if their legal representatives have consented in writing. In order to obtain such consent a printable form to be filled in by hand will be provided by stream24.

4.3 Confirmation by stream24 will be given promptly via email after the order is received. The confirmation of the order will include all information necessary to access the electronic platform provided for the customer. The first invoice will be sent out via a separate email at a later point in time.

4.4 The "Hobby Streams" tariff allows private customers to use stream24's services – including five slots – freely and without commitment for acquaintance for testing purposes during a period of seven days. If the customer does not settle his first invoice within four days of the conclusion of the testing period, the contract will be regarded as null and void. The account with all data of the customer will then be completely deleted from stream24's system.

If the first invoice is settled, access to the streamserver will be permitted following the specification of the customer's order.

4.5 Subsequently, upgrades of the bitrate and/or ordering of further slots, options or a second server can be achieved in the customer area of stream24's webpage. Activation of upgrades will be effected promptly within 24 hours. Downgrades will be incorporated only at the beginning of the next billing cycle.

4.6 The contract is concluded sine die, minimum period of validity is one month.

5. Conclusion of the contract for "Professional Streams"

The "Professional Streams" tariff offers customers the possibility to stipulate individual conditions and periods of validity.

These terms and conditions apply complementarily.

6. Remuneration and payment conditions

6.1 Flat rate remuneration for "Hobby Streams" customers
For customers of the Hobby Streams tariff, remuneration is to be paid at least one month in advance (prepaid principle). After complete payment of the first invoice the customer will get access to the electronic platform in accordance to his order.

Connection of the customer's streaming account is granted beginning the following day for the first billing cycle.

About two weeks before the end of the current billing cycle the customer receives the subsequent invoice, enabling him to recharge his streaming account for the next billing cycle. The account is due on the date commencing the next billing cycle.

6.2 Payment conditions for "Professional Streams" tariff
For customers of the Professional Streams tariff payment may be effected retroactive or in advance. The amount invoiced will be calculated on the basis of the service scope the customer effectively took advantage of and the individually agreed payment terms.

6.3 General payment conditions for both tariff groups
Invoices are issued via email as a PDF document. Upon request, professional customers may also receive their invoices through mail.

In case of late payment or non-payment stream24 reserves the right to deny access to the services until receipt of payment is ascertained.

An account is considered to be settled only if the full amount invoiced is credited to one of stream24's accounts. Foreign customers shall ensure that any effects from changes of exchange rates or any costs for bank transfer are not debited to the account of stream24.

For remuneration of stream24's services our tariffs and offers apply, errors and changes excepted. For all existing contractual relationships, stream24 further reserves the right to adjust prices according to the state of the market with regard to purchase prices for traffic, bandwidth or energy. stream24 is entitled to adjust prices up- and downwards accordingly. Prices increases must not exceed 15 % during one calendar year. If they do exceed 15 % customers are entitled to cancel the contract with immediate effect.

7. Customers' duties

7.1 Registration/ordering rules

Upon registration the customer has to provide full and correct information as requested by the registration form. He has to give notice of any subsequent changes. The customer will take every effort to ensure that emails sent by stream24 to his denoted email address will reach him (e.g. ensuring appropriate spam filter rules).

7.2 Duty to take care of customer's data

The customer ensures that his account data will not be subject to access for third persons. The customer is liable for all activities arising from the use of his data. In case the customer takes notices of any third person abusing his customer's data, he is obliged to inform stream24 without any delay. stream24 will immediately deny access for the data and provide new one.

7.3 Contents of broadcasts

The customer commits himself not to emit streams with the following content:

- Broadcasts infringing the law
- broadcasts which contain pornographic demonstrations involving children and which contain information infringing laws for the protection of minors (however, contents for "adults" are permissible after consultation of stream24)
- broadcasts with threatening, racist, defamatory, offensive, right wing extremist, national socialist or discriminatory contents or with contents which glorify violence
- broadcasts infringing rights of third persons, e.g. intellectual property rights (trademarks, copy rights etc.) or the "general personality right" including the right of self-determination with regard to public information

7.4 Duty to comply with the bitrate

In case a maximum bitrate has been agreed upon, the customer commits himself not to exceed it.

For customers benefiting from the "Hobby Streams" tariff the broadcast of video streams is only admissible if a 192 kbps bitrate package or more is ordered. It has to be ensured that in case of the distribution of video streams the total bitrate (audio and video) will not exceed the maximum bitrate ordered by the customer.

stream24 cyclically controls the customer's compliance with the aforementioned obligations. In case of infringement the streamserver will be killed automatically, so that the customer will have to restart it. The customer will be informed about this operation by email and by entry in his message board. In case of abuse stream24 reserves the right to deny access to our services or to terminate the contractual relationship without notice, respectively.

7.5 Compensations and indemnifications

The customer shall indemnify stream24 from all damages, losses and expenses, which stream24 has to comply with because of any infringement of the above mentioned duties of the customer.

8. Cancellation, non-compliance

8.1 Contractual notice of cancellation

Each party may give notice of cancellation with undefined term to the end of each billing cycle without giving reasons. The cancellation can be executed in the customer area of the stream24 webpage, and the customer has the possibility to send a cancellation letter to the stream24 postal address or facsimile number posted in our imprint. The customer is entitled to make use of stream24's services to the end of the stipulated term (end of last billing cycle), enabling him to discharge his account completely.

8.2 Non-compliance and right of retention

Substantial breaches of contract by either party entitle the other party to terminate the contractual relationship without notice. As far as just and reasonable stream 24 will give warning first. If the customer has received warning but still continues to infringe contractual rulings, stream24 reserves the right to deny access to its services and to terminate the contractual relationship without further notice.

8.3 Deletion of customer data

stream24 reserves the right to delete all data of the customer and cancel his account if the first invoice is not settled or if the customer has not used stream24's services for a period longer than six weeks and has not settled the subsequent invoice.

9 Liability

9.1 General liability clause

stream24 is not liable for any damages except where the losses are caused by breach of fundamental contractual duties, by deliberate or grossly negligent defaults, for losses arising out of death, injury to body or health, for losses caused by fraudulent concealment of faults or by absence of guaranteed quality of our services, or if the customer's claims rely on the German Product Liability Act.

A contractual duty is regarded to be of fundamental importance, if compliance with this duty is essential for the execution of the contract and if the other party legitimately trusts in the compliance with this duty.

As far as stream24 has provided the customer gratuitously with any information, software, scripts, documentations or other files (in the following: data), any liability for these data is excluded, especially with regard to their trueness, accuracy, completeness, usability and/or freeness of infringements of intellectual property rights of third persons, except in case of deliberate acting or fraudulent intent.

Compensation for losses caused by breaches of fundamental contractual duties is limited to predictable damages inherent to the contract (contract value, agreed remuneration), except in case of deliberate acting or gross negligence.

9.2 Third Party Liability, Indemnification

stream24 has no possibility to exert any influence on the contents of its customers' broadcasts*. stream24's customers are responsible and liable for all contents. The customer will indemnify stream24 from all claims from third persons relating to the content of the customer's broadcasts.

(*Broadcasts in the sense of this statutes are all live and relay-streams as well as those recorded contents which the customer stores as stream-on-demand on a server of stream24.)

9.3 Liability for viruses and damages of hard- and software
stream24 permanently takes all efforts to keep its web pages free of viruses. However, complete virus protection cannot be guaranteed. For his own data security, the customer has to implement adequate protective devices and anti-virus software before downloading data from our web pages.

Furthermore, stream24 is exempt from any liability for damages of hard- and software caused or assumed to be caused by the use of our web pages or services to the extent outlined in 9.1.

9.4 Licensing

Webcasters are generally obliged to acquire licenses for transmission of pieces of music subject to copy right protection. The customer has to personally ensure compliance with these obligations.

9.5 Availability of services

In cooperation with stream24's technology partners and the data centres, stream24 takes every effort to provide a high-performance and stable stream hosting service. However, it is to be expected, that the server has to be shut down occasionally due to necessary maintenance works.

The customer is aware of the fact that no guarantee can be given that the data he provides on the internet will reach their addressees. Therefore, stream24 does not offer any guarantee to this end, either.

In the "Professional-Streams" tariff it is possible to agree on a certain level of availability on the basis of a separate Service Level Agreement.

10. Place of jurisdiction and applicable law

If the customer/the user of stream24's web site is a tradesman, a corporate body under the law or a separate estate under public law, the place of jurisdiction for all disputes arising out of or in connection with the contract between the customer and stream24 is exclusively Erlangen, Germany. The exclusive place of jurisdiction is also Erlangen, if the other party no longer has a general address of venue in Germany or if his residence or usual domicile is unknown when legal action is taken.

All legal issues regarding this website and all legal relationships between stream24 and its customers shall be exclusively governed by the law of the Federal Republic of Germany under exclusion of the CISG.

If the customer is headquartered / resident abroad, mandatory laws of the country remain unaffected.

11. Change of general terms and conditions

stream24 reserves the right to amend its general terms and conditions without giving reasons, especially in case of legislation amendments and changing of case law. stream24 will inform the customers via email at the latest 4 weeks before the amendments will take effect. In absence of objection the amendments shall be considered to be accepted after expiration of a term of four weeks after reception of the email.

In case of objection stream24 reserves the right to terminate the contract. In the email, stream24 shall explicitly give instructions to the customer about the relevancy of the term and the consequences of his objection.