

**Order sheet**

**Fax: +49 (0) 221 / 6777 08369**

**Your data**  
 \*required fields

**Contact person**

company\*: \_\_\_\_\_  
 name\*: \_\_\_\_\_  
 street\*: \_\_\_\_\_  
 ZIP\*: \_\_\_\_\_  
 city\*: \_\_\_\_\_  
 country\*: \_\_\_\_\_  
 phone: \_\_\_\_\_  
 mobile: \_\_\_\_\_  
 email\*: \_\_\_\_\_  
 make.tv  
 username\*: \_\_\_\_\_

**Billing adress** (if different)

company\*: \_\_\_\_\_  
 contact person: \_\_\_\_\_  
 street\*: \_\_\_\_\_  
 ZIP\*: \_\_\_\_\_  
 city\*: \_\_\_\_\_  
 country\*: \_\_\_\_\_  
 phone: \_\_\_\_\_  
 email\*: \_\_\_\_\_  
 VAT ID: \_\_\_\_\_

**Please select your make.tv Account**

**BUSINESS ACCOUNT**

- ✓ 50,000 viewer minutes included per month
- ✓ 50 GB storage place
- ✓ unlimited airtime
- ✓ unlimited number of viewers
- ✓ no advertisement

monthly fee: **99.00 €\***   
 charge per all additional 1,000 minutes: **2.90 €\***

**WHITELABEL ACCOUNT**

- ✓ 50,000 viewer minutes included per month
- ✓ 100 GB storage place
- ✓ unlimited airtime
- ✓ unlimited number of viewers
- ✓ no advertisement
- ✓ Multiple Productions
- ✓ **Whitelabel-Option: secure player & unbranded player**

monthly fee: **199.00 €\***   
 charge per all additional 1,000 minutes: **2.90 €\***

\* all prices include sales tax. The invoicing will be made monthly. The minimum duration for a contract is one month. You can contract out of your account subject to a term of 14 days to the end of the month. Otherwise your account will be extended for another month.

**Options and mode of payment**

**Start of contract:**

- immediately
- from \_\_\_\_\_
- optionally: set up the following maxium invoice amount for exceeding the included viewer minutes: \_\_\_\_\_ Euro

**mode of payment:**

- invoice (only GER, AT, CH)
- prepayment
- Paypal - Account-ID: \_\_\_\_\_

\_\_\_\_\_  
 city, date

\_\_\_\_\_  
 signature

## 1. Area of application

1.1 The following terms of use apply for all contractual relationships between SMT GmbH ("make.tv") and a client ("user") acting as a user of a make.tv service. By registering as a member, the user expressly agrees to adhere to these terms.

"Service" is any make.tv web-based streaming service as well as all related services, such as forums, messaging systems, etc. that are operated by make.tv.

1.2 These terms of use also apply for future contractual relations between the user and make.tv, should no other agreement be made.

1.3 Should the user enter into contracts with make.tv partners or other make.tv users via the make.tv platform, the respective terms and conditions of such partners or users apply.

1.4 The terms of use are subject to amendment or change for individual promotions such as competitions or raffles.

1.5 make.tv will accept no contractual conditions to the contrary.

1.6 make.tv reserves the right to change these terms of use at any time. make.tv will inform the user in advance of such changes, allowing a reasonable period of time for the user to accept or refuse the change. If the user does not refuse, the change will be considered accepted. make.tv is hereupon obligated to advise the user of such changes again separately.

1.7 Insofar as these or other terms of use from make.tv apply to dates and time periods, Greenwich Mean Time (UTC+0) is applicable. Daylight saving time is not accounted for.

## 2. Conclusion and termination of contract

2.1 Promotional material from make.tv, in particular fax documents, flyers and invitations, are non-binding and do not constitute a legal offer. A contract with make.tv is first concluded when, at the user's request, a confirmation mail is sent for the activation of the membership.

2.2 Insofar as contracts are concluded with other users, partners or viewers of make.tv streams through the make.tv platform, the involved users, partners or viewers are exclusive parties to the contract. This especially applies to the pay TV broadcasts and offers from make.tv partners. make.tv act solely as a platform.

Users are obligated to ensure through the formulation of their offer that make.tv does not become or is not considered to be a contractual partner.

2.3 The contractual relationship with make.tv can be terminated at any time by deleting the membership. Previously paid membership fees will not be refunded in this case.

## 3. Scope of services

3.1 make.tv offers the possibility to broadcast live streams through a virtual TV studio in the Internet on the make.tv website. Furthermore, the streams can be broadcast on the websites of producing users or other users and non-users ("third party") when the user or third party embeds a make.tv player (embedded player).

3.2 The exact scope of services is determined by the respective terms of the various memberships.

Memberships vary primarily through the following criteria:

- Limitation of viewer time: here the user receives a contingent of viewer time. The contingent is diminished by each viewer so that, for example, an audience of 100 viewers uses up 100 viewer minutes per minute.
- Limitation of maximum allowed viewers.
- Limitation of total traffic for a specific period of time.
- Limitation of storage capacity in the archive.
- Limitation of possible settings when broadcasting a show on make.tv and/or an embedded player.
- Insertion of third party advertisements in the user's stream by make.tv.

The limitations are considered maximum limitations. All of a user's streams are therefore included, regardless of whether the stream is live or from the archive.

Should the membership type allow make.tv to insert advertisements for which make.tv invoices and is entitled to payment, the related costs (traffic, storage space, viewer time) will not be charged to the user or diminish his contingent.

3.3 Furthermore, a user can create his own user profile, contribute to forum discussions, use the internal mail system, and participate in other forums and activities offered.

## 4. Assignment of rights

4.1 By transferring content to our service, the user grants make.tv the following rights:

make.tv is authorized to store user content and hold it ready for access via the archive. However, the user has the possibility to delete his content from the archive at any time.

make.tv is authorized to make user content publicly accessible worldwide on the make.tv website, regardless of whether live or from the archive. Furthermore, user content can be shown with the embedded player on third party websites. The user now agrees to this possibility with make.tv as well as with third parties. The user acknowledges that make.tv cannot monitor the content of the websites on which the user's content is broadcast with an embedded player. make.tv takes no responsibility for monitoring the content of such websites.

Should the membership type allow the configuration of viewer groups and the user exercises this right, make.tv is, as a matter of course, only authorized to make the user content accessible within the constraints of the configuration.

4.2 Furthermore, the user grants make.tv the right to abridge user content and insert advertising for make.tv or third parties on make.tv's account. The insertion of advertising can occur both before and after the broadcast of a stream, as well as during and within a broadcast. make.tv is authorized to broadcast a stream (also from the archive) in such a way that the viewer cannot skip the advertisement. The selection and insertion of advertisements is carried out by make.tv or through an authorized third party. The user has no influence on the advertisements selected.

Should the membership allow for advertisement-free broadcasting, make.tv's authorization to insert advertisements is thus void.

4.3 Regardless of the membership type, a user can revoke the rights granted by deleting the content.

4.4 The assignment of rights to make.tv and/or third parties is free of charge and non-exclusive. The user is further authorized to use his content on his own authority outside of make.tv. make.tv can transfer the granted rights to a third party to execute the services.

## 5. Billing

5.1 Payments to make.tv should be made by prepayment, direct debit or invoice. Payments made by invoice are due immediately and without deductions.

5.2 Should an amount payable to make.tv by a user result from the range of services provided by make.tv, in particular from the volume of transferred data or viewer minutes, the user can determine a limit to that amount. If an invoice amount exceeds 2,500.00 € during a billing period, then, regardless of user settings, all broadcasts from all of the user's memberships are automatically suspended, should there be no other agreements between the parties.

5.3 Should a user be in default of payment, make.tv is authorized to block all of the user's accounts without notice. Further rights shall remain unaffected.

## 6. Marketing of streams

Some memberships allow the user to generate revenues. Regarding the details of billing and method of payment, the marketing terms agreed upon by the user when entering the corresponding membership apply.

Should the user's revenues be generated through advertising and participation in the make.tv marketing system, the scope, placement, type, subject matter and content of the advertisement is determined by make.tv or an authorized third party. The user cannot influence the advertisement.

Should revenues be generated through viewer participation, the billing for these revenues is carried out by make.tv. make.tv receives a share of this.

## 7. Responsibility for content

7.1 The user alone is responsible for all transmitted content, such as video streams, photographs, postings and similar items, as well as for his behavior on make.tv. In relation to make.tv, the user is accountable for content made available by others which is broadcast via the user's membership. This especially applies to interactive viewer participation and streams produced by third parties which are embedded by users.

7.2 The user is obligated to observe applicable laws, adhere to these terms of use and maintain public decency. In particular, the user agrees:

- not to transmit any content through make.tv whose reproduction infringes upon copyrights, trademarks, personal rights, other third party rights or violates objective law.
- not to transmit any content through make.tv that contains software, applications, programs, viruses or other data that can impair or damage the functionality of make.tv's hardware or software or that of other users, in particular because the content does not adhere to the defined formats.
- not to insult, slander or in any way harass or harm other users and third parties.
- not to use the services for unsolicited commercial purposes, particularly for distributing mass mailings or similar uses.
- to use personal data obtained through make.tv such as names, email addresses and the like according to applicable law, particularly competition and data privacy laws.
- not to use make.tv for pornographic or racist content, content which may be harmful to minors, content that conveys ideas of national socialism, content that is gratuitously violent etc.
- only offer streams to which the user has obtained the rights to under public law

7.3 make.tv reserves the right but is not obliged to review, edit, delete or block a user's content should such content violate membership regulations, the law, or the terms of use. This also applies to suspected violations. make.tv can delegate this right. Moreover, make.tv is authorized to terminate a user's membership for any violation of these terms. The right to claim additional indemnities remains unaffected.

7.4 The user hereby indemnifies make.tv of all third party claims as these may be lodged against make.tv for infringement of their rights, notably of personal rights, copyrights, licensing, competition or other proprietary rights based on content transmitted or broadcast by the user. The user shall reimburse make.tv for any incurred legal costs resulting from an infringement of the user's content. The user is obligated to support make.tv to the best of his ability in handling any third-party claims resulting from his infringing content and particularly to submit all documents necessary for the defense.

7.5 The user agrees not to use incorrect or ambiguous data upon registration, not to register using a false identity and to update his personal data regularly. Passwords should be kept confidential. The user is responsible for all activities carried out under his password and is obliged to immediately inform make.tv of unauthorized use. Failure to fulfill these obligations authorizes make.tv to immediately terminate the membership. The right to claim additional indemnities remains unaffected.

## 8. Contracts with other members, partners and viewers

8.1 Insofar as the user makes offers through the service, notably offers broadcast through streams, posted in forums or distributed through the messaging system, the user is the sole party to such contracts. This also applies when the user accepts an offer in this way. In such cases, there is no resulting contract with make.tv, rather solely between the respective users or third parties. All legal matters apply solely to the parties involved.

8.2 Should a user accept an offer from a make.tv partner, this too only results in a contract between the user and partner, not with make.tv. Therefore all legal matters regarding this contract apply solely to the parties involved.

8.3 In both cases, the user is obliged to provide make.tv with accurate data and adhere to existing agreements. Violations against this can result in termination of the membership.

## 9. Data protection

make.tv adheres to the statutory regulations of data protection. Detailed information about the use of this data can be found in the privacy policy.

## 10. make.tv content

Content made available by make.tv, especially the site's design, text content, pictures, graphic art, logos, music, html/php and other sources are protected by copyright, trademark and/or other proprietary laws.

Use of make.tv content is subject to applicable copyright, trademark and other proprietary laws. Any use of the content for private or commercial purposes, even in part, requires prior approval from make.tv.

## 11. Support

11.1 make.tv offers user support from volunteers. This support is, however, not legally binding. make.tv is therefore not liable for the availability or accuracy of the support content.

11.2 Insofar as a user closes a service contract with make.tv or support is expressly included in the membership, make.tv is liable for data provided in that case.

## 12. Liability limitations

12.1 make.tv and its vicarious agents shall be liable for contractual and fraudulent dereliction of duty only in the event of criminal intent and gross negligence, insofar as principle obligations and damages arising out of death, injury to body or health are not affected.

12.2 make.tv and its vicarious agents shall only be liable for amounts up to foreseeable, typically occurring damages. make.tv is not liable for earnings lost resulting in an interruption of service.

12.3 make.tv does not guarantee availability of the service without interruption or at a particular time. Should the availability of the service exceed 98% per month, this constitutes proper performance. Non-availability beyond make.tv's control, in particular through the partial or total failure of the telecommunication infrastructure or from make.tv-authorized third parties, cannot be attributed to make.tv and is therefore considered as availability.

The object of make.tv's rendered services is the emission of the signal, not, however, the transmission in or through the Internet.

12.4 The rectification of faults and maintenance of the site may make it necessarily to temporarily interrupt access to the service. When possible, make.tv will inform users of such interruptions in advance.

12.5 make.tv assumes no responsibility for content accessed through a link to a website that recognizably leads out of the make.tv site. make.tv is not responsible for the content of websites which are not under our control and does not appropriate such content.

## 13. Other

13.1 If any of these terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

13.2 These terms of use and the entire legal relationship between the user and make.tv shall be governed by and interpreted in accordance with the laws of the Federal Republic of Germany.

13.3 For legal persons under public law, special funds under public law and merchants as defined by commercial law, it is agreed that Cologne shall be the legal venue for all disputes. The same applies for users who have no general legal venue in the Federal Republic of Germany.