

General Terms and Conditions governing the Use of BVB-TV

1 Scope of Application, Definitions

- 1.1 The BVB-TV website is an interactive online service operated by Sports & Bytes GmbH, Rheinlanddamm 207-209, 44137 Dortmund, represented by the Managing Directors, Carsten Cramer and Thomas Treß, service@bvb.de Tel.: +49 (0)2 31 - 90 20 0, Fax: +49 (0)2 31 - 9020-989 (hereinafter referred to as "SPORTS & BYTES"). The business relationship between SPORTS & BYTES and you as the subscriber to BVB-TV (hereinafter referred to as "SUBSCRIBER") is exclusively governed by these General Terms and Conditions of Business (hereinafter referred to as "GTC"). BVB-TV's [Privacy Policy](#) forms an integral part of these GTC. Before you can use the BVB-TV service, you must agree to these GTC and the aforementioned Privacy Policy. SPORTS & BYTES does not recognise any provisions to the contrary or provisions set out in a SUBSCRIBER'S own terms that deviate from these GTC, unless SPORTS & BYTES has expressly agreed to them in writing or in text form as defined in section 126b German Civil Code [BGB].
- 1.2 As a SUBSCRIBER you are deemed a consumer if you do not use BVB-TV for purposes related to your trade, business or profession. You are deemed a business customer if you are a natural or legal person or a partnership having legal capacity and act in the exercise of your trade, business or profession at the time you enter into this contract.
- 1.3 SPORTS & BYTES is responsible for the content of the BVB-TV programme. SPORTS & BYTES reserves the right to amend these Terms and Conditions if SPORTS & BYTES believes such amendments are necessary or useful. Amendments may, for instance, be necessary to reflect changes in the registration process or to adapt the GTC to include modified or new BVB-TV services or functionalities. SPORTS & BYTES will inform you about any changes to the GTC by email. The email will point out that you will be deemed to have accepted the changes if you do not object to them within four weeks of the date of the email notifying you of the changes. Should you object, SPORTS & BYTES is entitled to terminate the contract as set out in clause 7 hereof. The information is deemed received if SPORTS & BYTES sent it to the latest valid email address provided by you (clause 2.3 hereof). If you do not object to the changes within four weeks, the changes will become part of the contract from the date the aforementioned time limit has expired.

2 Subject Matter of the Contract, Registration, Contract Formation and Payment Terms

- 2.1 SPORTS & BYTES offers SUBSCRIBERS to BVB-TV the opportunity to watch free-of-charge or chargeable videos on the internet. To use the BVB-TV service, you must be 18 years or older.
- 2.2 Please refer to the fee schedule for details of fees payable for the BVB-TV subscription products. The prices quoted in the fee schedule are non-negotiable (fixed). SPORTS & BYTES reserves the right to expand or amend the BVB-TV service it makes available at any time. You will be informed without delay of any such expansions and/or amendments. Insofar, clause 1.3 hereof applies.
- 2.3 To enjoy the chargeable services of BVB-TV, you must either register with BVB-TV or already be registered via another online service offered by SPORTS & BYTES and accept these GTC. By registering you confirm that you are over 18 years of age and that the data you provided at the time of your registration are true, accurate and complete. You must update your data each time they change. To update your data, log in to your account and go to the "[My Account](#)" section where you can edit them. You can only register once. When you register, the email address you provide will automatically be used as username. You can choose your own password. You must keep your password confidential. SPORTS & BYTES will not disclose the password to third parties and never ask you to enter it.
- 2.4 By completing the registration process, you make an offer to enter into a contract on the use of the BVB-TV service. SPORTS & BYTES accepts the offer by activating your BVB-TV account. Through the activation of your account a contract is formed between SPORTS & BYTES and you. Depending on what you ordered, the contract either covers the use of free-of-charge services or the use of chargeable services.
- 2.5 The fees for chargeable BVB-TV services are due for payment immediately upon delivery of invoice for the entire subscription period ordered. You can pay by one of the payment methods offered during the booking process, by commonly accepted credit cards or by the online service payment methods offered. If you choose the SEPA direct debit scheme, the pre-notification time - i.e. the period before your account will be debited - is two interbank business days. The pre-notification time may also be stated as part of the contract confirmation. You must bear any costs incurred due to SEPA direct debit payment failure or payment return if the payment failure or payment return was not caused by SPORTS & BYTES. SPORTS & BYTES is entitled to deny you access to the service until it has received payment. SPORTS & BYTES is currently co-operating with BS PAYONE GmbH & Co. KG, Lyoner Straße 9, D-60528 Frankfurt/Main, <https://www.bspayone.com> and PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg, <https://www.paypal.com> – payment service providers that process cashless payments. In addition to

these GTC and our Privacy Policy, the GTC and privacy policy (available on the above-mentioned website of the respective co-operation partner) of the respective co-operation partner that also is your contractual partner with regard to payments apply to the payment process. Any queries you may have regarding payment processes should be directed to our co-operation partners mentioned above.

- 2.6 BVB-TV is an internet-based service, and you will require access to the internet to access the service. You are responsible for all fees in connection with such access. Please refer to the contract between you and your internet access provider.

3 Right to cancel

Start of the legal information on your right to cancel the contract

3.1 Right to cancel the contract

You have the right to withdraw from the contract during a period of fourteen days from the day on which you entered into the contract (cooling-off period) without giving any reason.

To cancel the contract, you must inform

Sports & Bytes GmbH, Rheinlanddamm 207-209, 44137 Dortmund

Telefax: +49 (0)231/ 9020-989

Telephone: +49 (0)231 - 90 20 0

Email: service@bvb.de.

of your decision to withdraw from this contract in writing, clearly stating that you wish to cancel the order (e.g. by sending a letter by post, telefax or email). You may, but do not have to, use the model cancellation form below (last page of these GTC).

To meet the cancellation deadline, it is sufficient to send your cancellation notice before the cooling-off period has ended.

Legal effects of cancellation

If you cancel this contract, we are obligated to refund you without undue delay, latest however within fourteen days from the date we received your notice that you wish to withdraw from this contract, any payment that we have received from you, including any supply charges (except for any additional costs incurred because you chose a kind of supply that cost more than the standard kind of supply offered). To refund you, we will use the same means of payment that you chose in the initial transaction unless expressly agreed otherwise with you. We will not charge you any fees in respect of the refund.

End of the legal information on your right to cancel the contract

3.2 Other information, lapse of the withdrawal right

If you are a consumer, your right to cancel the contract for the supply of digital content which is not supplied on a tangible medium lapses if SPORTS & BYTES has already activated your subscription after you have

1. explicitly agreed to receiving the benefits of the subscription you purchased before the cooling-off period has ended and
2. confirmed that you know that by agreeing to have your subscription activated immediately, you have waived your right to cancel the order.

4 SUBSCRIBER Obligations

- 4.1 You can only register once. You must keep your password confidential and secure. If you have forgotten your password, you will upon request be sent a temporary link, via which you can enter a new password. The link will be sent to the email address you provided. You can get to the **"I forgot my password"** function at www.bvb.de within the **"Login"** section.
- 4.2 Your right to use the BVB-TV service is personal to you and may not be transferred to or shared with anyone else. You must inform SPORTS & BYTES without delay if you suspect that a third party got hold of your access data and/or

is using your BVB-TV account without authorisation. You will be held liable for any damage caused by negligent or wilful conduct on your part that resulted in the disclosure of your password and access data to third parties.

- 4.3 You must inform SPORTS & BYTES without delay of any changes to the data you provided during the registration process and update your data accordingly within the "Settings" section after you logged in to your account.
- 4.4 You may only use BVB-TV for private purposes. Using the service for commercial purposes is prohibited.
- 4.5 You undertake to omit any act that impairs or may impair the functionality of BVB-TV (e.g. through software or other scripts). The foregoing in particular applies to the use of robot, spider or offline reader software that automatically generates user requests via the internet.
- 4.6 SPORTS & BYTES holds any and all rights to the BVB-TV service, including the exclusive right to trademarks, names and patents, copyrights, licence rights and/or other rights. You must not record any of the services or parts of them – including still images – or have them recorded. You are furthermore not permitted to copy, modify, disassemble, decompile and/or edit BVB-TV software or sell, assign, license and/or transfer or rely on - in whole or in part - any rights to the software. You will be held liable for the damage caused by any infringement of the prohibitions mentioned above, in particular infringements of the exploitation rights to the services held by SPORTS & BYTES or third parties.

5 Availability of BVB-TV, Exclusion of Warranty, System Requirements

- 5.1 SPORTS & BYTES makes every effort to ensure the constant availability of BVB-TV and keep up with the latest technological advances. However, you acknowledge that
 - due to the nature of the internet it is not technically possible to guarantee that the BVB-TV service will always be available or uninterrupted. Site maintenance, security reasons or capacity issues as well as events which SPORTS & BYTES has no control over (e.g. failure of public communications networks, power outages, etc.) may cause short interruptions or lead to the temporary suspension of BVB-TV services or parts of them, and
 - the form and nature of the free-of-charge BVB-TV services or parts of them may change from time to time or SPORTS & BYTES may, in its sole discretion, discontinue the services or parts of them without prior notice.
- 5.2 SPORTS & BYTES reserves the right to expand or amend the services at any time or make necessary improvements to them while ensuring that this will not adversely affect the supply of the services agreed upon. You will be informed about any such measures on the BVB-TV website and/or at www.bvb.de.
- 5.3 You are responsible for ensuring that your device complies with the following minimum system requirements needed to receive fault-free BVB-TV service:

Browser: Internet Explorer 9+ / Firefox 3.6+ / Safari 4+ / Chrome 10+

JavaScript: activated in Internet Explorer and Firefox (optional for Safari)

Internet speed: 2Mbit/s (DSL 2000), no other downstream activities must be active

6 Liability of SPORTS & BYTES

- 6.1 You cannot claim any damages from SPORTS & BYTES. That does not include liability for injury to life, body or health as well as liability under the German Product Liability Act [Produkthaftungsgesetz] or liability for breach of material contractual obligations [Kardinalpflichten] as well as liability for other damage caused by wilful or grossly negligent breach of duty on the part of SPORTS & BYTES. Material contractual obligations are obligations that are material for the purpose of the contract performance, which the contractual partner relies on and may regularly rely on to be complied with.
- 6.2 In the event of a breach of material contractual obligations the liability of SPORTS & BYTES is limited to the damage that is a foreseeable result of its breach or its slight negligence and typical of the type of contract, unless you hold SPORTS & BYTES liable for injury to life, body or health.
- 6.3 Insofar as the liability of SPORTS & BYTES is excluded and/or limited, the above also applies to the personal liability of the salaried employees, hourly workers, associates, representatives and vicarious agents of SPORTS & BYTES.
- 6.4 Claims for damages become statute-barred after a period of 12 months unless they are based on tort. With regard to claims for liability for injury to life, body or health as well as claims for liability for other damage caused by wilful or grossly negligent breach of duty on the part of SPORTS & BYTES the statutory limitation periods apply. The provisions of the German Product Liability Act remain unaffected.

7 Term, Termination by Notice, Blocking and Termination of the Contract

- 7.1 The contract governing the use of free-of-charge BVB-TV services becomes effective on the date your account is activated and is valid for an indefinite period of time. You can terminate the contract governing the use of free-of-charge BVB-TV services at any time by clicking the “**Cancel [Subscription]**” button within the “**Manage Subscription**” section. You do not need to observe any notice period or give any reason for the termination. SPORTS & BYTES can terminate such contract by giving 14 days’ notice prior to the end of the contract term without giving any reason.
- 7.2 The contract governing the use of chargeable BVB-TV services becomes effective on the date your account is activated and ends with the expiry of the last day of the chargeable BVB-TV services subscription period specified when you completed your order. After that the contract will automatically renew at the end of that period for a further equivalent period unless you or SPORTS & BYTES terminate/s the contract to the end of the last day of your subscription period. You can partially terminate the service so that you can continue to use the free-of-charge BVB-TV services. In order for the partial termination of the chargeable BVB-TV services to be effective, you must clearly state that in future you wish to use the free-of-charge BVB-TV services only while maintaining your existing registration. If you do not explicitly mention that, the provisions of clause 7.6 hereof apply.
- 7.3 The right to termination for cause remains unaffected by the above. SPORTS & BYTES may immediately terminate this contract if you
- infringe statutory regulations;
 - do not meet your contractual payment obligations despite having been sent a reminder setting a “pay by” date, whereby SPORTS & BYTES is not obligated to send a reminder/set a deadline if the statutory provisions do not provide for it;
 - commit a material breach of these GTC and fail to remedy the breach within a reasonable time of a written notice to do so, whereby SPORTS & BYTES is not obligated to send a reminder/set a deadline if the statutory provisions do not provide for it.
- 7.4 To terminate this contract, notice must be given in writing or in text form. In other respects, the following must be complied with:
- You can terminate this contract by sending an email to service@bvb.de or a letter by post to Sports & Bytes GmbH, c/o BVB-Serviceteam, Rheinlanddamm 207-209, 44137 Dortmund or a fax to +49 (0) 231 / 9020-989, stating the username and the email address you last used in connection with your BVB-TV subscription;
 - SPORTS & BYTES can terminate this contract by sending an email to the email address you last used in connection with your BVB-TV subscription or a letter to the latest address provided.
- 7.5 Notwithstanding the right to termination by notice, SPORTS & BYTES is entitled to claim damages for a compelling reason.
- 7.6 On the expiry of the contract your BVB-TV account and any personal information will be erased as set out in the statutory provisions.

8 Data Protection

- 8.1 SPORTS & BYTES collects, processes and uses your personal information provided under the contractual relationship with you in compliance with the laws and regulations in force, in particular the General Data Protection Regulation (GDPR) and the German Telemedia Act [Telemediengesetz].
- 8.2 More information is available in the Privacy Policy of BVB-TV, which forms part of these GTC.

9 Terms and Conditions for BVB-TV Gift Cards/e-Gift Cards/Vouchers

Redemption

- 9.1 Gift cards/e-gift cards/vouchers for a BVB-TV video platform subscription can only be redeemed at www.bvbtv.de. They cannot be redeemed on other Borussia Dortmund websites such as, e.g. www.bvb.de, or at the online shop of Borussia Dortmund at www.bvb.de/shop.

To redeem gift cards/e-gift cards/vouchers, you must use the subscription purchase form at www.bvbtv.de.

BVB-TV gift cards/e-gift cards/vouchers can only be redeemed once. You cannot combine them with other gift

cards/e-gift cards/vouchers and you cannot use them for active subscriptions (or parts of them). Subscription gift cards/e-gift cards/vouchers can only be redeemed after a subscription period has ended (including subscriptions bought with cards/e-gift cards/vouchers).

General Information

9.2 The redemption of BVB-TV gift cards/e-gift cards/vouchers is governed by the General Terms and Conditions of Business and the Privacy Policy applicable to the use of the BVB-TV service, which are available at www.bvbtv.de.

When you order gift cards/e-gift cards/vouchers, you must enter all payment data in the order form. You cannot add any data later.

Our customer service can cancel gift card/e-gift card/voucher orders only if the gift card/e-gift card/voucher has not been redeemed yet.

Restrictions

9.3 BVB-TV gift cards/e-gift cards/vouchers can only be redeemed for BVB-TV subscriptions at www.bvbtv.de.

Gift cards/e-gift cards/vouchers cannot be applied in retrospect.

Gift cards/e-gift cards/vouchers or gift card/e-gift card/voucher balances cannot be redeemed for cash, reloaded/topped up, transferred for value, offset against any outstanding amounts or transferred to another customer account. It is prohibited to resell gift cards/e-gift cards/vouchers. No interest will be paid on gift card/e-gift card/voucher balances.

Liability and Risk of Loss

9.4 SPORTS & BYTES GmbH cannot be held liable for spelling or typing errors in the email address of the gift card/e-gift card/voucher recipient. SPORTS & BYTES GmbH will also not be liable for loss, theft, abuse or the delayed transmission (e.g. due to technical problems) of gift cards/e-gift cards/vouchers.

Fraud

9.5 In the event of fraud or attempt at fraud or on suspicion of other unlawful activities in connection with gift card/e-gift card/voucher purchases or gift card/e-gift card/voucher redemptions SPORTS & BYTES GmbH has the right to close the respective customer account/s and/or request you to pay by another payment method. Holders of the affected gift cards/e-gift cards/vouchers are not entitled to have the subscription activated or redeem them for cash.

10 Contract Language, Storage of the Contract Text

10.1 The language of the contract is German.

10.2 SPORTS & BYTES does not store the contract text. It cannot be called up again after you have completed the order process. You will be offered the option to print your order details right after sending your order.

11 Miscellaneous

11.1 Any contracts made between SPORTS & BYTES und you are governed by the laws of the Federal Republic of Germany. The application of international private law and the UN Sales Convention is excluded. If you placed your order as a consumer and your habitual place of residence was outside of Germany at the time you placed it, the mandatory application of consumer protection regulations applicable in that country remains unaffected by the choice of law made in the first sentence of this paragraph.

11.2 If you are a merchant as defined in the German Commercial Code [HGB], a legal entity under public law or a legal entity of a special fund under public law, the courts at the registered business address of SPORTS & BYTES shall have exclusive jurisdiction over any dispute which may arise out of or in connection with the contract between you and SPORTS & BYTES.

11.3 If one or several provisions of these GTC is/are or become invalid in whole or in part, this does not affect the validity of the remaining provisions or parts of such provisions.

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Sports & Bytes GmbH

In the event of any inconsistency or conflict between the German and the English version, the German version shall prevail.

To exercise your right to cancel in accordance with the above legal information on withdrawal rights, you may, but are not obligated to, use the model cancellation form below.

MODEL CANCELLATION FORM

If you wish to withdraw from this contract, please complete this form and send it back to:

Sports & Bytes GmbH, Rheinlanddamm 207-209, 44137 Dortmund

Telefax: +49 (0) 231/ 9020-989

Telephone: +49 (0) 2 31 - 90 20 0

Email: service@bvb.de

I/we (*) hereby give notice that I/we (*) cancel my/our (*) contract of sale of the following goods/for the supply of the following services (*)

Ordered on (*)/ received on (*): _____/_____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper)

Date: _____

(*) = delete as applicable)