

Edition November 2010

1. DEFINITIONS

In these General Terms and Conditions of Use:

“**Content**” shall mean all data such as images, sounds, text, multimedia applications such as e.g. TV programs, video and audio, software and any other applications including but not limited to inter-active formats such as forums, chat rooms, and combinations of all the afore listed. It also includes all future Content, including software updates, new versions, releases, formats, variations, enhancements and improvements of the afore listed, as developed or produced from time to time and as made available by **YUTELSAT** on its Site.

“**EULA**” shall mean End User License Agreement, as amended from time to time.

“**GTU**” shall mean General Terms and Conditions of Use, as amended from time to time.

“**ISP**” shall mean internet, telecommunications, cable or other network service providers, as used by User in order to access the Internet and use the Services.

“**Services**” shall mean (a) the Site and (b) the services provided through the Site and (c) all Content made available through the Site, as amended, expanded, modified or reduced from time to time.

“**Site**” shall mean <http://sites.google.com/site/yutelsat>, any other webpage therein or any other website or webpage determined by **YUTELSAT**.

“**Territory**” is the country or countries in which User is entitled to use the Services.

“**User**” is a private person of legal age and/or with sufficient legal capacity to conclude agreements, who has read, understood and accepted the EULA and GTU and who will use the Services for private use only, subject to the EULA and GTU.

2. SCOPE OF APPLICATION AND ACCEPTANCE OF TERMS

YUTELSAT provides Services to Users, subject to the following GTU. The GTU apply to all existing and future Services, **YUTELSAT** reserves the right to modify, reduce or expand the scope of Services or to interrupt or stop the provision of Services at all times without notifying the User.

By clicking the box regarding the acceptance of the EULA and GTU, User confirms (i) that he or she is of legal age and meets the legal conditions to commit to the GTU and to use the Services (ii) that User has read and understood the GTU (iii) that User agrees to the content of the GTU and (iv) that User will always abide by the GTU.

3. USER'S OBLIGATIONS

3.1 Accuracy and completeness of User information

User warrants and confirms that all User information provided to **YUTELSAT** is accurate and complete.

3.2 Legal and acceptable use

User shall be responsible for any and all activities performed on its computer. In downloading the software and using the Services, User undertakes not to circumvent the technical measures implemented to restrict usage of the Services and portions of the Services to certain geographic areas (geo-filtering). User further undertakes to always abide by the applicable laws including foreign and international laws, the GTU and the best practices of internet use such as e.g. the “Netiquette” which form an integral part of these GTU. User further undertakes to refrain from any activities that violate the aforementioned provisions or third parties’ rights or which are obscene, pornographic or otherwise offensive, unethical or inappropriate. User will refrain from any illegal or unauthorized use or access to third party property such as e.g. computers, hardware, networks, software and data and User will refrain from any action which damages or could damage or destroy third party property such as e.g. computers, hardware, networks, software or data or which circumvents, interferes with or otherwise hinders or hampers the functionality or the use of the Services.

It is the User’s sole obligation to abide by the acceptable use policy and other contractual provisions or general terms of his or her ISP, or any other terms applicable to User’s network access.

Further, it is the User’s sole responsibility to examine whether the use of the Services requires any authorization from or registration with any state or other authority, whether any fees for the receipt of TV programs or other broadcasting formats apply or whether any copyright royalties are due. User acknowledges and agrees that he or she will comply with such obligations at all times.

3.3 Private use only; requirements for using the Service

User shall only use the Services for its own private purposes. It shall in particular not make the Services available and accessible to third parties, e.g. to an open group of people by using the Services in public areas, including but not limited to cinemas, theatres, exhibitions, show rooms, hotels, bars, restaurants, or other public space. The receipt or further transmission of Content and the use of the Services in such areas is illegal and violates third party rights including but not limited to copyrights.

User acknowledges that the Services may only be used if the legal and technical conditions are fulfilled. It is the User’s sole responsibility to make sure that his or her computer, IT systems, software and components fulfill the system requirements in order to be able to use the Services and that the contract between the User and his or her ISP, or any other terms applicable to User’s network access, permit the use of the Services, in particular regarding bandwidth use.

User is solely responsible for any fees generated by the use of Services including any costs for transmitting and downloading data etc.

3.4 No violation of copyrighted material

User acknowledges that the Content made available in relation with the Services is copyright protected, encrypted and deemed for private, single and instant viewing. User may not temporarily or permanently store or copy any of the Content on its hard disk or on any other data carriers nor may User otherwise make the Services and Content available to third parties, e.g. by cracking the encryption, circumventing or removing any Digital Rights Management (DRM) functions and procedures, by selling, leasing, sublicensing, distributing, broadcasting, transmitting, modifying, translating or otherwise amending the Services including conversions of Content into other formats etc.

User may not decompile, reverse engineer, disassemble or otherwise intend to make the software used in combination with the Services, including the source code, available to third parties, if not permitted by other agreements.

User further acknowledges and agrees that other third party data published on the **YUTELSAT** website or otherwise made available in combination with the Services may also be copyright protected or otherwise protected by intellectual property rights and User undertakes that he or she will not copy or otherwise use such data without the right holder's consent.

3.5 Legal restrictions to use the Services

The use of Services and in particular the Content may be restricted to persons and audiences who meet certain requirements such as being of legal age as provided by local laws etc. User is solely responsible that at all times the Services are only made available to persons in his environment or under his responsibility that are of legal age and/or meet any other legal requirements for the use of such Services. In particular, User shall abide by the applicable provisions regarding the protection of minors from harmful media content and User shall be solely responsible for the compliance with such provisions. User shall take all measures required by law and other reasonable measures to prevent minors from viewing or accessing content and data which is inappropriate for them, including the use of any technical means barring minors from accessing the Services or the prohibition of minors to use the Services during certain time slots as provided by local laws or as notified by broadcasting companies prior to the start of a TV program. **YUTELSAT** has no responsibility or liability for any action or omission of the User or of any third party in this respect.

3.6 Territory

User undertakes to use the Services only in the country in which he or she resides or in another country of the Territory in which the Services are made available by **YUTELSAT**, as published on the Site. User acknowledges that the availability of certain TV channels may vary when using the Services in a different country of the Territory than the country of residence of User, and that access to such channels may be subject to payment of a subscription fee as published by YUTELSAT on its Site.

3.7 Duty to protect User's computer

User acknowledges that the internet is not safe and that unauthorized attacks by third parties on the User's computer are possible. It is the User's obligation to protect his or her computer and IT systems, equipment on which the Services are used and his or her software against unauthorized access, bugs,

viruses, worms, spy ware, Trojan horses etc. User has to refrain from any and all activities that may endanger the operability and security of the Services and/or of networks.

3.8 Duty to report

User undertakes to immediately notify **YUTELSAT** of any defects, disruptions or non-availability of Services which it gains knowledge of and, in particular, of any use of the Services that are illegal or in breach of the EULA and/or the GTU (e.g. hackers etc.).

3.9 User content

User is solely responsible for any content provided by User or sent via User's e-mail account, e.g. to forums, chat rooms etc. on the **YUTELSAT** website or in relation to the Services. In particular, User is solely responsible for the compliance of such User content with the applicable legal provisions and the GTU. **YUTELSAT** is not obliged in any way whatsoever to examine whether User content complies with pertinent laws and regulations. User is furthermore responsible that such content does not violate any third party rights such as copyrights etc. and that such content does not violate human dignity or that it is not discriminatory with regard to gender, religion, race, politics or is in any other way offensive.

3.10 Obligation to hold **YUTELSAT** harmless

User shall hold **YUTELSAT**, its parent companies, affiliates, subsidiaries, officers, directors, employees, agents, suppliers or auxiliary persons harmless from any claims of third parties filed against any or all of the aforementioned parties, arising out of the violation of any of the obligations, representations or warranties of User.

4. INTELLECTUAL PROPERTY

4.1 **YUTELSAT** intellectual property

YUTELSAT is a registered trademark. Any use requires the previous written consent of **YUTELSAT**.

All data and information displayed on the website is copyright protected or otherwise protected by intellectual property rights and may not be used without the consent of **YUTELSAT**.

4.2 User copyrights

YUTELSAT may operate forums, chat rooms, blogs and the like on its Site. **YUTELSAT** does not claim ownership of such content provided by User. Notwithstanding, by contributing to such formats, User confirms that he or she is the owner of such content and that it complies with all applicable legal provisions and the GTU. User grants **YUTELSAT** a world-wide, non-exclusive, sub licensable, transferable and royalty-free license to use, copy, distribute, transmit, process, modify, publicly display and perform or otherwise use such content in any media format, inter alia for promotional or advertisement purposes or for the improvement and further development of the Services. User acknowledges and agrees that his or her content may have to be modified in order to conform and adapt to technical or other requirements.

Further, by posting any content on the Site, User acknowledges and agrees that any of the content provided is not confidential and that **YUTELSAT** may use such content for the aforementioned purposes without giving rise to any compensation of User or liability of **YUTELSAT**. This provision does not apply to personal information which is subject to the data protection provisions as established in these GTU, except to the extent User himself or herself makes such personal information publicly available to third parties by way of the use of Services, the Site or otherwise.

5. ADVERTISING

5.1 Advertisements in combination with the Content

When using the Services, advertisements may be visible and audible on the TV channels displayed. User acknowledges and accepts that **YUTELSAT** is neither responsible nor liable for the content of such advertisements nor for the compliance of such advertisements with applicable laws.

5.2 Channel Switch Ads and other advertisements

Before tuning into each TV channel, advertisements may be visible on User's screen for a certain period of time. **YUTELSAT** may also use other means of advertisement such as start-up screens, banners, links, interactive and virtual advertisement, split screens etc. Such advertisements may be specifically targeted at User based on the information provided by User and User's usage of the Services. User agrees to being exposed to advertisements in general and targeted advertisements in particular.

User acknowledges and agrees that **YUTELSAT** is neither responsible nor liable for the content of such advertisement nor for the compliance with applicable laws.

6. DATA PROTECTION

User agrees that **YUTELSAT** collects and processes certain personal data of user in accordance with the **YUTELSAT** Privacy Policy. The actual and legally binding version of the Privacy Policy is published on the Site and is valid as of the date of its publication. It is User's sole responsibility to consult the Site from time to time, to take notice of any amendments to the Privacy Policy and to abide by such amendments. If User does not agree with such amendment, User shall cease to use the Service.

7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

User acknowledges and agrees that the downloading of software, Content and other data and the use of the Services is at the User's sole discretion and risk.

7.1 No representations and warranties with regard to the right and title to the Services

YUTELSAT does not represent, warrant or claim, whether expressly or implied that it has all right and title to the Services and that the Services do not violate third party rights.

7.2 No representations and warranties with regard to the quality of the Services

The Services including the software provided by **YUTELSAT** or by suppliers authorized by **YUTELSAT** is provided “as is”. **YUTELSAT** makes no express, implied or statutory representations, warranties or claims with regard to the quality, availability or performance of the Services.

In particular, but not limited to the following examples, **YUTELSAT** does not represent, warrant or claim that the Services are up to date, merchantable, state of the art, accurate, legal, secure, reliable and free of defects, errors, bugs, spam, viruses, worms, Trojan horses, spyware, unauthorized third party access (e.g. hacking) or that they are appropriate for the purposes of User. **YUTELSAT** does not represent, warrant or claim that any defects, errors etc. or any other disadvantages of the Services will be corrected. Further, **YUTELSAT** does neither represent, warrant nor claim the continuous and uninterrupted accessibility and availability of the Services, the timely provision of the Services nor the error-free transmission of Services and Content without loss of data packages etc.

7.3 No representations and warranties with regard to the Content

YUTELSAT does not represent, warrant or claim, whether expressly or implied that the Content or other third party content provided via the Services such as TV programs, advertisement etc. is accurate, complete, legal and that it does not infringe any third party rights. **YUTELSAT** does not warrant or assume responsibility for any product, application or service advertised or offered by a third party in combination with the use of the Services or displayed on the Site.

YUTELSAT is not liable for any violation of legal provisions or for damages of third party rights which result from the misuse of the User ID.

8. LIMITATION OF LIABILITY

8.1 Disclaimer

YUTELSAT DISCLAIMS ANY LIABILITY IN CONNECTION WITH THE SERVICES TO THE EXTENT LEGALLY PERMISSIBLE. LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER OR NETWORK FAILURE, LOSS OF PROFITS, GOODWILL OR OTHER IMMATERIAL DAMAGES) ARISING OUT OF THE USE OF THE SERVICE, FOR NEGLIGENCE, FOR AUXILIARY PERSONS AND FORCE MAJEURE IS FULLY DISCLAIMED.

IN NO EVENT SHALL **YUTELSAT**, ITS AFFILIATES, PARENT COMPANIES AND THEIR AFFILIATES, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS

OR AUXILIARY PERSONS BE LIABLE FOR ANY OF THE AFORE MENTIONED EVENTS OR FOR THE INABILITY TO USE THE SERVICES, INCLUDING ANY DAMAGES RESULTING FROM THE USE OF THE SERVICES, EVEN IF **YUTELSAT** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, **YUTELSAT** SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES ARISING FROM THE ILLEGAL USE OF THE SERVICES OR FROM USE WHICH IS NON-COMPLIANT WITH THE EULA AND/OR THE GTU.

THE CONTENT OF THE CHANNEL LINEUP IS NOT AN ESSENTIAL CONDITION FOR THE PERFORMANCE OF **YUTELSAT**'S SERVICES, BECAUSE THE CHANNEL LINEUP TO WHERE THE USER HAS ACCESS CAN BE MODIFIED FROM TIME TO TIME FOR **YUTELSAT**'S INVOLUNTARY REASONS. THEREFORE, **YUTELSAT** SHALL NOT BE RESPONSIBLE FOR LOSSES AND DAMAGES CAUSED TO THE USER DUE TO THE IMPOSSIBILITY OF HAVING ACCESS TO A SPECIFIC CHANNEL OR BECAUSE IT HAS DISAPPEARED FROM THE CHANNEL LINEUP.

YUTELSAT SHALL NOT BE LIABLE FOR ANY ACTIONS OR OMISSIONS OF THE USER WHICH ARE CONTRARY TO THE APPLICABLE LAWS, THE EULA, THE GTU AND ANY OTHER APPLICABLE PROVISIONS OR FOR ANY USE OUTSIDE OF THE TERRITORY.

YUTELSAT SHALL NOT BE LIABLE FOR ANY CONTENT AS DEFINED ABOVE, FOR ANY ADVERTISEMENTS OR FOR ANY THIRD PARTY CONTENT TRANSMITTED BY WAY OF THE SERVICES OR OTHERWISE MADE AVAILABLE ON ITS WEBSITE ETC.

8.2 Prescription

Any claims of User against **YUTELSAT** must be filed within one year of occurrence of the reason giving right to such claims and shall prescribe thereafter.

9. TERM OF USE OF SERVICES AND CESSATION OF USE

9.1 Duration

The right to use the Services is granted as from the date on which User accepts the GTU and pays the fees for the Services, if any. Such right is granted for an unlimited period of time, subject to the compliance with applicable law and the EULA and/or the GTU by User, and payment of the fees for the Services, if any.

9.2 Cessation

User may cease the use of the Service at any time. In such case, User must immediately and permanently erase all copies of software provided in combination with the Services. User will not be entitled to the reimbursement of any fees paid for the Service.

YUTELSAT may at any time discontinue the provision of the Services or of part thereof without having to notify User, without having to give any reason for the cessation of the Services to User and without giving right to any claim for compensation to User, except for the pro rata reimbursement of the fees

paid for the Services, if any. Upon notice of cessation by **YUTELSAT**, User must immediately cease all use of the Services and completely erase all copies of software in User's possession or control. **YUTELSAT** may request from User that he or she confirms in writing the deletion of **YUTELSAT** software and User undertakes to provide at first request of **YUTELSAT** such written confirmation.

YUTELSAT will not be liable for any damages caused by cessation of the Services.

10. GENERAL PROVISIONS

10.1 Transferability

User may not assign or transfer any rights or obligations arising out of these GTU to any third party. **YUTELSAT** may assign any rights and obligations arising out of these GTU including the provision of certain or all Services or parts of it without User's consent.

10.2 Modifications and amendments

YUTELSAT reserves the right to modify and to amend these GTU at all times and at its sole discretion without having to notify the User of any such modifications or amendments. The actual and legally binding version of the GTU is published on the Site and is valid as of the date of its publication. It is the User's sole responsibility to consult the Site from time to time, to take notice of any amendments and to abide by such amendments.

10.3 Severability

Should any provision of these GTU be deemed invalid, void or unenforceable the remainder of the GTU shall remain in force. In such event the invalid, void or unenforceable provision shall be replaced by a valid or enforceable provision which best reflects the commercial purpose of the invalid, void or unenforceable provision. The same shall apply in the event of a contractual gap.

10.4 Language

The original version of these GTU has been drafted in English. In the event of inconsistency or discrepancy between different language versions, the English version shall prevail.