

TERMS OF USE FOR THE DIGITAL CONCERT HALL

1. Scope

- 1.1. These Terms of Use (hereinafter referred to as “**ToU**”) govern all contracts concluded between Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, Germany represented by their managing directors Olaf Maninger and Dr. Maximilian Merkle (hereinafter “**Berlin Phil Media**”) and the customer (hereinafter “**Customer**”) regarding Streaming Services (see definition in Section 2.1 of these ToU) offered by Berlin Phil Media at www.digitalconcerthall.com (hereinafter “**Website**”) and via the mobile and TV app “Berliner Philharmoniker – Digital Concert Hall” (hereinafter “**Apps**”, Website and Apps hereinafter jointly “**Digital Concert Hall**”). Further information on the identity (commercial register number, legal representation) and contact details of Berlin Phil Media is available in the provider identification.
- 1.2. Streaming Services (see definition in Section 2.1 of these ToU) may be embedded into selected third party devices (e.g. smart TV devices, Blu-Ray players, streaming devices, collectively hereinafter “**Third Party Devices**”) as well as third party applications and services (collectively hereinafter “**Third Party Applications**”) which are used to access them or interact with them when accessed. The use of Third Party Devices and Third Party Applications may be subject to their own terms and conditions.
- 1.3. The offer of the Digital Concert Hall is directed only at consumers in the meaning of § 13 German Civil Code (Bürgerliches Gesetzbuch, BGB), but not at entrepreneurs in the meaning of § 14 BGB. The Customer is a consumer if they conclude the contract with Berlin Phil Media for a purpose which can predominantly be attributed neither to their commercial nor to their independent professional activity. An entrepreneur, on the other hand, is a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or self-employed professional activity when concluding the legal transaction.
- 1.4. The agreements made between Berlin Phil Media and the Customer result exclusively from these ToU, the Registration Confirmation within the meaning of Section 3.2.2 of these ToU as well as the Order Confirmation in the meaning of Section 5.5. of these ToU. Customer provisions that deviate, contradict or supplement these ToU shall not apply, even if Berlin Phil Media does not expressly object to their inclusion. The contractual language is German.
- 1.5. The Customer can download and print out these ToU at https://apps.digitalconcerthall.com/legal/agb_en_20231212.pdf.

2. Streaming Services, offline mode

- 2.1. Berlin Phil Media offers video recordings of subscription and special concerts of the Berliner Philharmoniker (hereinafter “**Concert Recordings**”), live concerts of the Berliner Philharmoniker (hereinafter “**Live Concerts**”), documentaries, portraits of

musicians and other films (hereinafter referred to as “**Films**”) and interview recordings (hereinafter referred to as “**Interviews**”) via stream for use in the Digital Concert Hall (“**Streaming Services**”). The majority of the Streaming Services are only accessible to the Customer after registration and payment of a fee. Concert Recordings, Films and Interviews are offered in the archive as video-on-demand. Live Concerts are used by way of access to a live stream.

- 2.2. Berlin Phil Media decides independently which Streaming Services are offered in the Digital Concert Hall. The Customer has no claim to certain Streaming Services being made available, even if Berlin Phil Media has announced them in advance. Furthermore, Berlin Phil Media reserves the right to remove the offer of individual Streaming Services from the Digital Concert Hall for legal reasons and/or to exclude certain regions from use of the Digital Concert Hall for legal reasons (geo-blocking). Berlin Phil Media will indicate the restriction to the Customer when presenting the Streaming Services offered.
- 2.3. The Streaming Services are available to the Customer in various picture qualities (SD, HD, 4K UHD, HDR) and audio qualities (standard audio, Hi-Res Audio, Immersive Audio via Dolby Atmos), depending on the available bandwidth and/or the speed of the Customer’s internet connection as well as the end devices, Third Party Devices and/or Third Party Applications used by them. For interference-free reception, an internet connection with a minimum bandwidth of 10,000 kbit/s is required. For better picture quality of the Streaming Services, a bandwidth of at least 20,000 kbit/s is recommended. The Customer can receive the Streaming Services of Berlin Phil Media on several devices. However, simultaneous use of the Streaming Services is not possible. The Customer can manage the devices used by them in the Customer Account (see definition in Section 3.2.2. of these TOU). Further information on the picture and audio quality, the functionality of the Digital Concert Hall and the Streaming Services as well as the device and system requirements necessary for the use of the Streaming Services are available on the Website or in the Apps and are provided to the Customer when presenting the Streaming Services offered. This offer is non-binding, may vary and may be revoked by Berlin Phil Media at any time.
- 2.4. The App for iOS and Android devices offers an offline mode that allows the temporary storage of Concert Recordings, Films and Interviews on the device. In the offline mode, the Customer can use Concert Recordings, Films and Interviews even without an internet connection.
 - 2.4.1. The Concert Recordings, Films and Interviews can be saved in HD or SD quality, depending on the preference set. In the App for iOS devices, the Customer also has the option of choosing between the sound qualities Hi-Res Audio and Standard Audio. The Customer can also view the Concert Recordings, Films and Interviews saved offline on the TV using the AirPlay function.
 - 2.4.2. Stored Concert Recordings, Films and Interviews can only be played as long as the Trial Access (see definition in Section 4.2 of these ToU), Temporary Restricted Access (see definition in Section 4.3.1 of these ToU) or Subscription (see definition in Section

4.3.2 of these ToU) is valid. After that, copies of the Concert Recordings, Films and Interviews will remain on the Customer's Device but cannot be played again until the Customer has purchased another Temporary Restricted Access (see definition in Section 4.3.1 of these ToU) or Subscription (see definition in Section 4.3.2 of these ToU).

- 2.5. The Customer shall be granted access to all updates required for the contractual use of the Digital Concert Hall. Irrespective of these updates, Berlin Phil Media reserves the right to further develop the Digital Concert Hall and/or the functionalities and/or Streaming Services without incurring additional costs for the Customer if there is a good cause for such further development. Berlin Phil Media will inform the Customer of the change in a clear and understandable manner. There is a good cause if the change is necessary in order to adapt the Digital Concert Hall and/or the functionalities and/or Streaming Services to new technical requirements (e.g. to a new technical environment or operational reasons), due to changes in the market (e.g. due to increased user numbers), due to changes in statutory provisions or case law or if the changes are made in the interest of the Customer (e.g. to improve security or to expand the range of functions). For this purpose, Berlin Phil Media may also change, expand, restrict, or discontinue the Digital Concert Hall and/or the functionalities and/or Streaming Services. If Berlin Phil Media makes changes that significantly affect the Customer's ability to access and/or use the Digital Concert Hall and/or the functionalities and/or Streaming Services ("**Significant Change**"), Berlin Phil Media will inform the Customer in text form (e.g. by a message in the Apps or by email) within a reasonable period before the time of the change. In this case, the Customer may terminate the Streaming Service Contract (see definition in Section 5.5. of these ToU) at any time within 30 days after receipt of the information about the Substantial Change or, if the Substantial Change occurs after receipt of the information, after Berlin Phil Media has made the Substantial Change to the function, unless Berlin Phil Media provides the Customer with the Digital Concert Hall and/or the functionalities and/or Streaming Services in the previous version without charging the Customer additional costs.

3. Registration

- 3.1. The Customer can only use the majority of the Streaming Services after registering as a user of the Digital Concert Hall.
- 3.2. Registration shall take place via the Website or in the Apps, if the respective end device of the Customer allows for the registration.
- 3.2.1. For registration, the Customer is required to provide certain mandatory information (e.g. first name, surname, email address, address, country and, if applicable, a password). Only persons of full legal age may register.
- 3.2.2. By providing the registration form, Berlin Phil Media makes the Customer an offer to conclude an agreement on the use of the Digital Concert Hall (hereinafter "**User Contract**"). By submitting the completed registration form, the Customer accepts the

offer and the User Contract comes into effect. After registration the Customer will receive an email confirming registration (hereinafter "**Registration Confirmation**"). Berlin Phil Media creates a user account for the Customer (hereinafter "**Customer Account**"). Berlin Phil Media will store the text of the contract (Registration Confirmation and ToU), however, the text is not available for the Customer to view and access online again.

- 3.2.3. The Customer warrants that all data provided by them during registration are correct and that they have not used any data of third parties. The Customer shall be obliged to inform Berlin Phil Media immediately about any changes of the data. The Customer may not pass on his password to third parties, must keep it secret and change it immediately if they have knowledge of an abuse or only suspect or fear such an abuse. The Customer shall be liable for all damages caused by a third party use of the Customer Account unless they are not responsible for such third party use.
- 3.3. Customers have no right to register or conclude a User Contract.
- 3.4. The Customer Account is not transferable.
- 3.5. Berlin Phil Media communicates with the Customer electronically using the address provided by the Customer in the Customer Account.
- 3.6. Berlin Phil Media reserves the right to delete Customer Accounts that have not been used for a longer period of time.

4. Access to Streaming Services

- 4.1. Access to the Streaming Services by the Customer is limited in terms of content and time.
- 4.2. After registration, the Customer has unlimited access to all Streaming Services in the Digital Concert Hall on a trial basis for a certain period of time (hereinafter "**Trial Access**"). Berlin Phil Media will indicate the duration of the Trial Access to the Customer on the Website or in the Apps prior to completion of registration in accordance with Section 3 of these ToU.
- 4.3. After the end of the Trial Access, the Customer may continue to use the Streaming Services that Berlin Phil Media offers in the Digital Concert Hall free of charge. Streaming Services offered by Berlin Phil Media against payment of a fee are only accessible to the Customer after the purchase of a Temporary Access (see definition in Section 4.3.1 of these ToU) or a Subscription with no time limit (see definition in Section 4.3.2 of these ToU).
 - 4.3.1. In return for a one-time payment of a fee, the Customer shall receive access to the Concert Recordings, Films, and Interviews available in the Digital Concert Hall archive as well as to a certain number of Live Concerts taking place during the period selected by the Customer (hereinafter "**Temporary Access**").

- 4.3.2. After purchasing a Subscription, the Customer has unlimited access to all Streaming Services offered by Berlin Phil Media in the Digital Concert Hall for an unlimited period of time against payment of a monthly amount (hereinafter “**Subscription**”).
- 4.4. The purchase of a Temporary Access or a Subscription is subject to the terms and conditions set out in these ToU, unless the Customer makes an in-app purchase through a digital distribution platform, Third Party Application or Third Party Device (see definitions in Section 1.2 of these ToU). In that case, the terms and conditions of the digital distribution platform, Third Party Application or Third Party Device will apply to the purchase (including the payment process, payment terms and cancellation or termination).

5. Purchase of Temporary Access or Subscription, redemption of discount codes

- 5.1. The Customer can only purchase a Temporary Access or a Subscription after prior registration as a Customer of the Digital Concert Hall.
- 5.2. The offer and advertising of the Streaming Services do not represent a binding contractual offer by Berlin Phil Media but are merely an invitation to the Customer to make themselves a contractual offer to Berlin Phil Media (so-called invitatio ad offerendum).
- 5.3. In order to purchase a Temporary Access or a Subscription on the Website, the Customer chooses the Temporary Access or the Subscription by clicking on the button “Subscribe now” or “Buy now” respectively. The choice is merely recorded. The subsequent selection of the payment method and clicking on the “Continue” button does not constitute a contract offer neither. The Customer only makes a binding offer to enter into a contract by clicking on the button “Order with obligation to pay”. Before submitting the order, the Customer will see the details of the order (product name, price, number of items, subtotal and total) in an overview. The Customer can correct their details using the change buttons provided there.
- 5.4. Berlin Phil Media issues discount codes as part of promotions, which the Customer can use to purchase a Temporary Access or Subscription at a reduced price. The Customer can redeem a discount code by entering the discount code at the beginning of the order process. Entering the discount code reduces the price of the Temporary Access or Subscription by the discount granted by Berlin Phil Media. Discount codes can only be redeemed once, within the period stated when issuing the discount code and only for the Temporary Access and/or Subscriptions stated at the time of issue. Discounts may not be combined with other discounts. If the Streaming Service Contract (see definition in Section 5.5 of these ToU) is cancelled after redemption for whatever reason, Berlin Phil Media will not issue a new discount code to the Customer. Discount codes are transferable, but their resale for commercial purposes as well as unauthorised use for advertising purposes is expressly forbidden.
- 5.5. After receipt of the order, the Customer will receive an automatically generated email from Berlin Phil Media confirming the receipt of the order (hereinafter “**Order**”).

Confirmation”). With the receipt of the Order Confirmation a contract about the use of the Streaming Services (hereinafter “**Streaming Service Contract**”) is concluded between the Customer and Berlin Phil Media. At the same time Berlin Phil Media activates the access to the Streaming Services unless the Customer still has a valid Temporary Access or a valid Subscription at that time. In this case, the Streaming Services will only be made accessible when the current Temporary Access or Subscription ends.

- 5.6. After conclusion of the contract and providing the contract text (Order Confirmation and ToU) to the Customer, Berlin Phil Media will store the contract text, however, the text is no longer available online for the Customer to access again.

6. Vouchers

- 6.1. Berlin Phil Media offers Vouchers for Temporary Access (hereinafter “**Vouchers**”) that can be redeemed at a later date. The Customer can purchase Vouchers in the Digital Concert Hall, in the Recordings Shop and in the Philharmonie Shop. Berlin Phil Media also issues Vouchers free of charge, for example for advertising purposes.
- 6.2. The purchase of Vouchers in the Digital Concert Hall is only possible after prior registration as a Customer of the Digital Concert Hall. Orders can be made as described in Sections 5.2 to 5.5 of these ToU. Upon receipt of the Order Confirmation, a contract for the purchase of the Voucher shall be concluded (hereinafter “**Purchase Contract**”).
- 6.3. Vouchers can only be redeemed in the Digital Concert Hall and after prior registration in the Digital Concert Hall in accordance with Section 3 of these ToU. After login by means of their Customer Account, the Customer can redeem Vouchers in the Digital Concert Hall by entering the Voucher code. The Streaming Service Contract is concluded upon receipt of the Order Confirmation.
- 6.4. Regarding the redemption of Vouchers the following conditions apply:
 - 6.4.1. A Voucher may only be used to purchase Temporary Access for the duration for which the Voucher was issued.
 - 6.4.2. Vouchers can only be redeemed once.
 - 6.4.3. Vouchers that have been purchased are valid for 3 years. Vouchers issued free of charge expire on the date communicated when the Voucher was issued.
 - 6.4.4. The Customer has a right to withdraw from the Streaming Service Contract according to Section 7.3.1 of these ToU only if they redeem a Voucher that was purchased.
 - 6.4.5. If the Streaming Service Contract is cancelled for whatever reason after the redemption of a Voucher purchased, Berlin Phil Media will issue a new Voucher to the Customer, which corresponds to the originally issued Voucher, unless the Customer exercises their right of withdrawal and Berlin Phil Media is entitled to a claim for compensation

due to the use already made. In this case the Customer receives a new Voucher for a Temporary Access, which is reduced by the time of use that has already taken place.

6.4.6. Vouchers are transferable.

6.4.7. The resale of Vouchers for commercial purposes and their unauthorised use for advertising purposes are expressly forbidden.

7. Right of withdrawal

7.1. If the Customer is a consumer (§ 13 BGB), they have a right of withdrawal in accordance with the statutory provisions.

7.2. The Customer's right to withdraw from Streaming Service Contracts expires with the complete performance of the service, if the Customer has explicitly agreed that Berlin Phil Media starts the performance of the contract before the expiry of the withdrawal period and have confirmed their knowledge that their right of withdrawal expires with the complete performance of the contract by Berlin Phil Media.

7.3. In all other respects, the right of withdrawal shall be governed

7.3.1. for **Streaming Service Contracts**, by the provisions set forth in detail in the following

Cancellation policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, Germany, phone: +49 (0)30 206 246 936, email: help@digitalconcerthall.com) by means of a clear declaration (e.g. a letter sent by post or an email) of your decision to withdraw from this contract. You may use the attached standard withdrawal form for this purpose, which, however, is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the withdrawal notification before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without delay and at the latest within fourteen (14) days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of your withdrawal in respect of this contract compared to the total scope of the services provided for in the contract.

Standard withdrawal form

(If you wish to withdraw from the contract, please complete and return this form).

- To Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, Germany, email: help@digitalconcerthall.com

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in the case of notification on paper)

- Date

(*) Delete as applicable.

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7.3.2. for **Purchase Contracts**, by the provisions set forth in detail in the following

Cancellation policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us (Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, Germany, phone: +49 (0)30 206 246 936, email: help@digitalconcerthall.com) by means of a clear declaration (e.g. a letter sent by post or an email) of your decision to withdraw from this contract. You can use the attached standard withdrawal form for this purpose, which, however, is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the withdrawal notification before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without delay and at the latest within fourteen (14) days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

You must return or hand over the goods to us without delay and in any case no later than fourteen (14) days from the day on which you notify us of the withdrawal from this contract. The deadline is met if you send the goods before the end of the period of fourteen (14) days.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for inspection of the condition, properties and functioning of the goods.

Standard withdrawal form

(If you wish to revoke the contract, please complete and return this form).

- To Berlin Phil Media GmbH, Leipziger Platz 1, 10117 Berlin, Germany, email: help@digitalconcerthall.com

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in the case of notification on paper)

- Date

(*) Delete as applicable.

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8. Prices

- 8.1. The prices of the Subscription, the Temporary Access and the Vouchers result from the offer presentation in the Digital Concert Hall. These are gross prices, including the statutory value added tax applicable at the time of ordering.
- 8.2. The total price of the order including the value added tax is displayed to the Customer on an overview page before the Customer places the order.
- 8.3. Berlin Phil Media is entitled to change the prices for current Subscriptions in order to reflect changes in the costs of providing the Digital Concert Hall after the conclusion of the Streaming Service Contract, which are decisive for the price determination. The costs of provision include costs of technical services, customer service and other distribution costs (e.g. billing and payment, marketing), general administrative costs (e.g. costs of personnel, service providers, IT systems, rent and energy) and government fees, contributions, taxes, and levies. Berlin Phil Media is entitled to pass on cost increases and is obliged to take cost reductions fully into account when

determining prices. Berlin Phil Media will only increase prices once per calendar year and only to the extent that the costs of provision have increased and have not been offset by cost savings elsewhere. Berlin Phil Media will inform the Customers at least six (6) weeks before the price change comes into effect. If the Customer does not agree with the change, they can terminate the Streaming Service Contract within four (4) weeks of receipt of this information with effect from the date on which the change specified in the information comes into effect. If the Customer does not terminate the Streaming Service Contract, the Streaming Service Contract will be continued at the new price from the announced time of the change coming into effect. Berlin Phil Media will explicitly inform the Customer about their right of termination and the period of notice.

9. Payment

- 9.1. The prices are payable in advance. The price of the Temporary Access and the Voucher shall become due upon conclusion of the contract in accordance with Sections 5 and 6 of these ToU, the price of the Subscription on the first of each new month of use.
- 9.2. The Customer can pay in different ways:
 - 9.2.1. If the Customer has selected the **credit card** payment method, the Customer can enter their credit card details during the order process in the Digital Concert Hall and complete the order process. The payment transaction will be carried out by the Customer's credit card company at the request of Berlin Phil Media after conclusion of the contract and after the Customer has been legitimised as the legitimate cardholder, and the credit card will be charged as soon as and in the amount in which the price is due for payment.
 - 9.2.2. If the Customer has selected the **paydirect** payment method, the Customer will be redirected to the website of paydirekt GmbH, Stephanstr. 14-16, 60313 Frankfurt a.M. (hereinafter "**paydirect**") after completing the order process. To be able to pay the invoiced amount, the Customer must have an online banking account activated for participation in paydirect, legitimise themselves during the payment process by means of username and password and confirm the payment instruction. The payment transaction is carried out immediately afterwards by paydirect and the Customer's bank account is debited as soon as and in the amount in which the price is due for payment.
 - 9.2.3. If the Customer has chosen the **PayPal** payment method, they must open a PayPal account or already have such an account in order to pay the invoiced amount. During the order process, the Customer will be redirected to the website of the provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, (hereinafter "**PayPal**"). The Customer is requested to legitimise themselves by means of their access data, to instruct the payment to Berlin Phil Media and to complete the order process. The payment transaction is carried out by PayPal after the conclusion

of the contract and the due date of the respective price and the Customer's account is debited.

- 9.2.4. If the Customer has chosen the payment method **SEPA Direct Debit**, by confirming the payment instruction the Customer issues a direct debit mandate. After conclusion of the contract, Berlin Phil Media will request the Customer's bank to initiate the payment transaction by submitting the direct debit mandate. Berlin Phil Media will only make the request after the respective price is due. SEPA Direct Debit payments are processed using the COR1 procedure, i.e. direct debits are processed with a presentation period of one bank working day, provided that the Customer's bank supports this option. In this case, the period for prenotification is reduced to one day. If the Customer's bank does not support the option, first direct debits are processed with a presentation period of five (5) bank working days and subsequent direct debits with a presentation period of two (2) bank working days. The period for prenotification notice shall be reduced to five (5) days for initial direct debits and to two (2) days for subsequent direct debits (if required). The Customer shall ensure that their account is sufficiently covered.
- 9.3. Berlin Phil Media reserves the right not to offer certain payment options in individual cases or to refer to other payment options. The payment options available for the order are displayed to the Customer prior to the beginning of the order process.
- 9.4. If the Customer is in default of payment, Berlin Phil Media is entitled to claim default interest in the amount of 5 percentage points above the basic rate of interest. Berlin Phil Media reserves the right to prove higher damages.
- 9.5. The Customer may only offset against the payment claim with claims that are undisputed by Berlin Phil Media or legally established against Berlin Phil Media. This does not apply if the Customer asserts notices of defects or counterclaims from the same contract.
- 9.6. The Customer may only exercise a right of retention if their counterclaim is based on the same contractual relationship.
- 9.7. To the extent the Customer does not fulfil their payment obligation or amounts paid are reversed or charged back, Berlin Phil Media is entitled, subject to further claims, to block access to the Customer's account. If the blocking takes place because of open payment claims and these claims are settled, the access will be unblocked again. If Berlin Phil Media blocks the access to the Customer Account, Berlin Phil Media shall inform the Customer about the blocking in text form, e.g. by email. The right of termination of Berlin Phil Media according to Section 10 of these ToU remains unaffected.

10. Term and termination

- 10.1. The User Contract is concluded for an indefinite period. The Customer can terminate the User Contract at any time without notice. Berlin Phil Media may terminate the User

Contract at any time with a notice period of 2 weeks to the end of the month, but not before the end or expiry of the Temporary Access, Subscription or Voucher purchased by the Customer.

- 10.2. The term of the Streaming Service Contract starts with the activation of the Streaming Services according to Section 5.5. of these ToU. The duration of the term depends on the Customer's choice when ordering:
 - 10.2.1. If the Customer chooses a Temporary Access, the Streaming Service Contract is concluded for the period chosen by the Customer and ends without requiring termination by the Customer or Berlin Phil Media.
 - 10.2.2. If the Customer chooses a Subscription, the Streaming Service Contract is concluded for an indefinite period of time and can be terminated by the Customer and Berlin Phil Media at any time without notice with effect to the end of the respective month of use.
- 10.3. The right of termination according to Section 2.5 of these ToU and the statutory right of extraordinary termination shall remain unaffected.
- 10.4. The Customer may terminate the User Contract and the Streaming Service Contract in text form (no signature required, e.g. by email). In addition, the Customer can terminate the User Contract in the Digital Concert Hall in their "Account" settings via the "Delete Account" button, and the Streaming Service Contract on the Website via the termination button labelled "Termination of contract".
- 10.5. After the end of the User Contract, the Customer no longer has access to the Digital Concert Hall. They can no longer use Temporary Access or Subscriptions valid at the time of termination and can no longer redeem Vouchers.

11. Prohibition of abuse

- 11.1. The Customer may not misuse the Digital Concert Hall and/or the Streaming Services. In particular, they are prohibited to
 - 11.1.1. pretend to be another person;
 - 11.1.2. forge usernames;
 - 11.1.3. record concerts in whole or in part;
 - 11.1.4. use the Streaming Services for commercial purposes or to publicly perform, broadcast or otherwise make them publicly available;
 - 11.1.5. reproduce and/or distribute Streaming Services beyond the temporary storage required for use in offline mode (see Section 2.4 of these ToU);
 - 11.1.6. block, overwrite or modify any content of the Website and/or the Apps; and/or

- 11.1.7. use the Website and/or the Apps using any system or program that compromises the security, integrity and/or availability of the systems used by Berlin Phil Media or otherwise interferes with the proper and smooth functioning of the Website and/or the Apps or takes unauthorised access to the Website and/or the Apps.
- 11.2. In the event of misuse of the Digital Concert Hall, Berlin Phil Media is entitled to (temporarily) block the Customer's access to the Customer Account. In this case, Berlin Phil Media will inform the Customer in text form, e.g. by email. The right of termination of Berlin Phil Media according to Section 10 of these ToU remains unaffected.

12. Warranty

- 12.1. Berlin Phil Media does neither warrant nor represent the proper functioning of internet access and other third-party services (e.g. mobile telephony services) which are required for the use of the Digital Concert Hall, or for the end device used.
- 12.2. Berlin Phil Media does not guarantee a continuous interoperability of the Streaming Services with Third Party Devices and Third Party Applications, which Berlin Phil Media has indicated as usable with the Streaming Services at the time of the conclusion of the Streaming Service Contract.
- 12.3. Berlin Phil Media expressly refers to the risks of the use of the Digital Concert Hall. This particularly pertains to risks caused by the theft of passwords as well as manipulation, hacking and other forms of unauthorised disclosure of users' data. Berlin Phil Media will make reasonable efforts to minimise these risks. This does not constitute a guarantee. To this extent, the Customer uses the Digital Concert Hall at their own risk.
- 12.4. Maintenance work, retrofitting or upgrades, errors, or "bugs" as well as other causes or circumstances may lead to interruptions or defects in the operation of the Digital Concert Hall. Berlin Phil Media will remedy technical failure without delay within the scope of their technical possibilities.
- 12.5. In all other respects, the statutory warranty law shall apply.

13. Limitation of liability

- 13.1. Berlin Phil Media shall be liable for damages without limitation, as far as the cause of damage is based on an intentional or grossly negligent breach of duty by Berlin Phil Media, their legal representative or persons of whose services Berlin Phil Media avails themselves in order to perform their obligation. For slightly negligent behaviour Berlin Phil Media shall only be liable in the event of the breach of an obligation, whose fulfilment is essential for the achievement of the purpose of the contract and whose compliance the Customer may regularly rely on (material contractual obligation), to the extent that Berlin Phil Media had to typically foresee the damages caused according to the circumstances known at the conclusion of the contract. Otherwise the liability of

Berlin Phil Media – including for persons of whose services they avail themselves in order to perform their obligation and vicarious agents – is excluded.

- 13.2. The exclusions and limitations of liability provided for in Section 13.1 shall not apply in the event of injury to life, health, and body, for a defect following the assumption of a guarantee for the quality of the product and for fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

14. Institutional access

- 14.1. Educational institutions such as universities, conservatoires, schools, or libraries (hereinafter “**Institutions**”) may purchase multiple access to the Digital Concert Hall (hereinafter “**Institutional Access**”) via which users of the Institution (hereinafter “**Institutional Users**”) may use Streaming Services. Institutional Users are Customers within the meaning of these ToU. All clauses shall apply to them accordingly, unless expressly provided otherwise below.

- 14.2. Institutional Users shall be granted access to the Digital Concert Hall after prior registration in the Digital Concert Hall (see Section 14.2.2 of these ToU below) or (if available) via direct access (hereinafter “**Direct Access**”, see Section 14.2.3 of these ToU below).

- 14.2.1 Only those who belong to the user groups for which the Institution has purchased Institutional Access shall be admitted to the Digital Concert Hall as Institutional Users.

- 14.2.2. Institutional Users may only register in the Digital Concert Hall if they are located in the IP range of the Institution specified in the contract form. For this purpose, the Institutional User must log in to the user management system of the Institution by means of their user ID and password. Registration takes place on the Website (see definition in Section 1.1. of these ToU). If the Institutional User already has a Customer Account, they may subsequently register as an Institutional User via this Customer Account. Upon completion of the registration, Berlin Phil Media grants the Institutional User permission to use the Institutional Access (“**Permission**”). The Permission is valid for 90 days. During this period the Institutional User may also use the Digital Concert Hall outside the Institution’s IP range. If the Permission has expired, the Institutional User must extend the validity of the Permission for a further 90 days by again logging in to the Institution’s user management system using their institutional access data. If the Institutional User does not do so, the Institutional User will keep their Customer Account but will no longer be able to use the Streaming Services free of charge until they log in again via the user management system of the Institution.

- 14.2.3. Registration in the Digital Concert Hall is not required for use of the Institution’s Direct Access (where available). The Institutional User may only use the Direct Access via the Website (see definition in Section 1.1 of these ToU). During the use they must be in the IP range of the Institution specified in the contract form, i.e. logged into the Institution’s user management system with their user ID and password. In order to use Institutional Access also via the Apps (see definition in clause 1.1. of these ToU) and/or outside the

IP area, the Institutional User can register in the Digital Concert Hall at any time in accordance with Section 14.2.2 of these ToU.

- 14.2.4. Customers are only able to register as an Institutional User or use the Direct Access as long as the Institutional Access is valid in accordance with the agreement between Berlin Phil Media and the Institution.
- 14.3. Institutional Users may not purchase Temporary Access and/or Subscriptions. If the Institutional User already has a valid Temporary Access or a valid Subscription, they may nevertheless register as an Institutional User. The Institutional User may terminate an existing Subscription in accordance with Section 10.2.2 of these ToU.
- 14.4. Institutional Users that have a Customer Account can purchase Vouchers at regular prices. However, since the Institutional User has free access to the Streaming Services anyway, they cannot redeem the Vouchers as long as they are registered as an Institutional User.
- 14.5. In deviation from Section 10.1 of these ToU, Berlin Phil Media may ordinarily terminate the User Contract concluded with the Institutional User at the earliest with effect to the end of the term of the Institutional Access. The extraordinary right of termination of Berlin Phil Media remains unaffected.
- 14.6. After the end of Institutional Access, the Institutional User shall retain their Customer Account. The right to termination in accordance with Section 10 of these ToU remains unaffected.
- 14.7. In deviation from Section 4 of these ToU, the use of the Streaming Services offered in the Digital Concert Hall via Institutional Access is free of charge for the Institutional User. The use of the Streaming Services free of charge is possible from the conclusion of registration as an Institutional User or successful verification of the authorisation to use Direct Access and ends with the end of Institutional Access in accordance with the agreement between Berlin Phil Media and the Institution.
- 14.8. The prohibition of abuse according to Section 11 of these ToU applies to Institutional Users accordingly with the proviso that Institutional Users (unlike regular Customers) may screen the Streaming Services within the Institution for educational and lecture purposes. Public screening (e.g. public viewing on the premises of the Institution), on the other hand, is prohibited. In the event of misuse of the Digital Concert Hall, Berlin Phil Media shall be entitled to (temporarily) block the Institutional User's Access to the Customer Account or to temporarily exclude the Institutional User from using the Institutional Access. The exclusion takes place by blocking the user ID assigned to the user. Berlin Phil Media will inform the Institutional User in this case in text form, e.g. by email. Berlin Phil Media's right of termination according to Section 10 of these ToU remains unaffected. The Institution will be informed of this by email.

15. Data protection

When processing Customer's personal data, Berlin Phil Media observes the statutory provisions. Berlin Phil Media provides further information in the data protection provisions, which are available in their current version at digitalconcerthall.com/en/privacy.

16. Online dispute resolution

The EU Commission provides an internet platform for the online resolution of disputes (so-called "ODR platform"). The ODR platform can currently be accessed at the following link: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. As a first point of contact, we are available at help@digitalconcerthall.com. Berlin Phil Media is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

17. Changes

Berlin Phil Media is entitled to make changes, adjustments, or additions to these ToU at any time, provided that the changes do not affect essential provisions of the contractual relationship (in particular main service obligations, term, termination) and/or this Section 17. This is particularly necessary if regulatory gaps have emerged after conclusion of the contract (e.g. due to changes in the law, declaration of the invalidity of general terms and conditions by case law). The amended terms and conditions shall be notified to the Customer in text form (e.g. by email) at least six (6) weeks before they come into force. The amendments shall be deemed approved if the Customer does not object to them within six (6) weeks after receipt of the notification. If the Customer exercises the right of objection, the changes will not become part of the User Contract and the User Contract and/or Streaming Services will be continued unchanged. Berlin Phil Media shall separately draw attention to the right of objection and the compliance with the deadline. The right of termination of the parties remains unaffected by this.

18. Applicable law

The law of the Federal Republic of Germany applies to these ToU and the User Contract, Streaming Service Contracts and Purchase Contracts between Berlin Phil Media and the Customer; the application of German international private law and the UN Convention on Contracts for the International Sale of Goods is excluded. If the Customer is a consumer and have their habitual residence in another country, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.

19. Final provisions

- 19.1. Amendments and supplements to these ToU must be made in text form (in writing, no signature required, e.g. by email, fax).
- 19.2. Should individual provisions of these ToU be invalid, this shall not affect the validity of the remaining ToU.

20. Provider identification

Our contact details are:

Berlin Phil Media GmbH,
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Status: [**12 December 2023**]