

General Terms of Use for <https://pitsnap.com>

- 1. Subject Matter of the Contract, Right to Amend**
 - 1.1 The Provider** We, The Pit GmbH, Burgdorfer Str. 85-89, 31311 Uetze (hereinafter referred to as "we," "The Pit," or "Provider"), are a company in the entertainment industry and offer a personalized streaming service at <https://pitsnap.com> (hereinafter also referred to as the "Platform") that allows users (hereinafter: "you" or "user") to consume various content, particularly stand-up comedy shows, theater performances, concerts, stage shows, live performances, and business or leisure tutorials (hereinafter collectively referred to as "Streaming Content") over the Internet, via internet-enabled televisions, computers, and other devices (hereinafter referred to as "End Devices"). Additionally, the Provider offers a digital marketplace where users can purchase merchandise, exclusive videos or shows, and artwork from registered artists on the platform (hereinafter referred to as "Creators").

1.2 Subject Matter and Scope of the Terms of Use These Terms of Use govern the conditions of your use of our streaming service and our marketplace. Our streaming service refers solely to the personalized services we offer for discovering and viewing the Streaming Content, including all related features and functions, recommendations and reviews, the user interface, as well as all content and software offerings associated with our streaming service. These Terms of Use do not apply to third-party services to which we refer or promote in the context of our streaming service.

1.3 Right to Amend We reserve the right to amend these Terms of Use, particularly due to changes in legislation or to enable better functionality of our streaming service, provided that, subject to Section 6.4, the scope of the Streaming Content as a whole will not be restricted to your detriment. Changes to these Terms of Use will be sent to the email address you provided, along with the revised version. The changes will be deemed accepted by you unless you object to the changes within four weeks of receiving the notification. A simple email to us is sufficient for this.

1.4 Scope of Your Usage License Upon the conclusion of this contract, we grant you a highly personal, non-exclusive, and non-transferable right to access our streaming service and view Streaming Content for a fee. No further rights or claims are transferred to you. In return, you are required to pay a fee (hereinafter referred to as the "Usage Fee") as specified in Section 3 below.

- 2. User Account**
 - 2.1 User Account Data and Password** Access to the Streaming Content is only possible with your registration and the creation of a valid user account. For this, the user must provide a number of personal details in the designated form on the platform, submit a payment method, and generate a personal password. The user can access the generated user account at any time during the contract term and retrieve current information, particularly regarding account balance. The user may make changes to their personal profile and the payment method stored there at any time.

As part of the registration process, the user indicates whether the respective user account is solely for private use or solely for commercial or freelance use ("commercial users"). It is expressly prohibited to use a private user account for commercial or freelance purposes or a commercial or freelance user account for private purposes. Each user may register only once for private use and once for commercial or freelance use of the platform services. This means that each user may maintain a maximum of two user accounts (one for private and one for commercial or freelance use) simultaneously. To ensure compliance, The Pit may check during registration whether the phone number provided by the user is already in use for other registrations. User accounts are non-transferable.

After the user account is created, the user has access to the user account itself at any time, as well as to all compatible End Devices used by the user to utilize the streaming service and any other information. The user account is protected by a password that the user assigns during the initial

setup and can change at any time thereafter. The Provider recommends that the password be secured with standard safety precautions and not shared with third parties.

Registration and use of a user account created by the user with the Provider is free of charge. The user incurs the Usage Fee displayed for access to the Streaming Content (see Section 5).

2.2 Abusive Use The Provider is entitled to suspend the user account if there is suspicion of abusive third-party use of the account (especially in cases of suspected hacking) until the matter is clarified or the access data is changed. The same applies to a violation of Section 6.3 of these Terms of Use. Should the abusive use be intentionally caused by the user, the Provider is additionally entitled to terminate the usage contract extraordinarily and without notice. In case of suspicion of abusive use, the user must promptly contact the Provider via email.

2.3 Youth Protection To use the streaming service and access the Streaming Content, the user must be of legal age according to the regulations of the country in which they reside. Furthermore, the Streaming Content must be available in the user's country.

2.4 Third-Party Offers We are entitled to offer additional products and services on our platform that are published by third parties in connection with their own products and services. In this case, we do not act as a provider but merely advertise these offers. We are not liable for the content of such third-party providers.

2.5 Electronic Communications Account-related information (e.g., payment authorizations, invoices, password or payment method changes, confirmation and other notifications) will be sent exclusively in electronic form, for example, as emails to the email address you provided during registration.

2.6 Deletion/Deactivation of the User Account The user can delete or deactivate their user account at any time without giving reasons. Any remaining balance stored on the user account will be paid out to the user.

3. Services of the Provider The Provider operates a platform with the streaming service where Creators make their content available to an audience for a fee. The services of the Provider include, among other things:

- Providing the usage options of the platform after successful creation of the user account by the user as per Section 2.
- Creating information and communication opportunities among users.
- The Provider guarantees an average annual availability of the platform for the agreed services of 98.5%. This includes necessary maintenance work. An interruption may not last longer than 48 hours.

4. Marketplace 4.1 The Provider operates a marketplace for merchandise items, digital products, exclusive videos or shows, and artwork (hereinafter referred to as "Products") where registered Creators can offer these products to users.

4.2 The Pit provides an online service through the marketplace where registered Creators can create and publish offers for the Products mentioned in Section 4.1, and users can view and accept such published product offers. To the extent necessary for conversion into formats suitable for marketplace services, The Pit will convert the offers of registered Creators into formats for use in apps and websites, without making any content changes to the offer.

4.3 The Creators are entrepreneurs according to § 14 BGB (German Civil Code). The Provider has no obligation to verify the entrepreneurial status of the Creators; nevertheless, the Creator is obliged to truthfully state their entrepreneurial status and assure it when creating their user account.

4.4 The marketplace serves to publish product offers and to connect Creators and users for the purchase/sale of the posted products. The Pit is not itself a provider of the offered products and is expressly not a contractual partner of the user. Payment processing occurs directly between the user and the Creator, with the Creator determining the payment methods used. Contractual claims of the user regarding the offers and products against the platform do not exist.

5. Right of Withdrawal / Consequences of Withdrawal

5.1 Right of Withdrawal

You have the right to withdraw from this contract within fourteen (14) days without providing any reasons. The withdrawal period is fourteen (14) days from the day of the contract conclusion. To exercise your right of withdrawal, you must inform us – The Pit GmbH – of your decision to withdraw from this contract through a clear statement (e.g., a letter sent by post, fax, or an email to info@pitsnap.com). You can use the sample withdrawal form provided here and under the "Contact Us" menu, although this is not mandatory. To meet the withdrawal deadline, it is sufficient to send the notification regarding the exercise of the right of withdrawal before the withdrawal period expires.

5.2 Consequences of Withdrawal

If you withdraw from this contract, we will refund you all payments we have received from you, including delivery costs (except for any additional costs resulting from your choice of a different type of delivery than the least expensive standard delivery offered by us), without undue delay and no later than fourteen (14) days from the day we received the notification of your withdrawal from this contract. We will use the same payment method you used for the initial transaction, unless you have explicitly agreed otherwise; in no case will you incur fees for this refund.

Termination of the Right of Withdrawal

The right of withdrawal expires for contracts concerning the delivery of digital content not stored on a tangible medium if we have begun to execute the contract after you have (i) expressly consented to us beginning the execution of the contract before the withdrawal period expires and (ii) acknowledged that you will lose your right of withdrawal by giving your consent for the execution of the contract to commence.

- **End of the Right of Withdrawal Notice -**

Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back)

To: The Pit GmbH, Burgdorfer Str. 85-89, 31311 Uetze, Email: info@pitsnap.io:

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

- Ordered and paid on: ()
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s)
- (only for notification on paper)
- Date

() Delete as applicable

6. Usage Fee and Payment Processing

6.1 Usage Fee

The usage fee is determined by the selected streaming content and is displayed to the user when accessing the title. By selecting and clicking on the "Stream Now for a Fee" button, the user submits a binding request to use the selected content according to their selection. The user can cancel the process at any time before submitting the order.

The provider reserves the right to change the usage fee in the event of a significant change in procurement and provision costs.

6.2 Cancellation Periods

Transactions regarding accessed streaming content are final. A return of the streaming content is excluded. The user may cancel an order of purchased content within a period of 24 hours after purchase or rental by clicking on "Cancel Order" or contacting the provider's customer service. However, such cancellation is not possible if the user has already started downloading or viewing the streaming content. The user can cancel pre-orders of purchased or rented streaming content before the release date of that content. Live content can be canceled by the user at any time before the scheduled start of the program. The user is informed that the release date of pre-ordered content and the start of a live program may be subject to change. The provider is not liable for any discrepancies in the corresponding program.

6.3 Payment Method

Payment for streaming content is only possible using the platform's proprietary utility token "Pits." The user can acquire this token in their user account under the "Buy Pits" menu item. To acquire "Pits," the user must link a valid bank account or another payment method recognized by the provider to their user account on the platform. For the "Pits" packages provided by the provider, please refer to the "Buy Tokens" menu item in the user account.

The payment method provided by the user will be charged the selected amount in euros. The provider accepts common credit cards and online payment systems like PayPal. The preferred payment method is selected by the user when creating the customer account. The payment date always corresponds to the invoice date, which the user can always check in their user account. A return or exchange of already purchased "Pits" is excluded.

7. Additional Regulations for Use

7.1 Availability of the Streaming Service

The streaming service is generally available at any time of day or night. We reserve the right to temporarily interrupt the streaming service for maintenance and updates. These will preferably be carried out between 2:00 AM and 4:00 AM.

7.2 Restriction of Use

The streaming service and all content viewed through the service are intended solely for your personal and non-commercial use and may not be shared with individuals who do not live in the same household. You are expressly prohibited from using the streaming service for public performances.

7.3 Prohibition of Account Sharing

All content accessed through the service is intended solely for your personal and non-commercial use and may not be shared with individuals who do not live in the same household (account sharing). In the event of suspected account sharing, the provider is entitled to suspend the account in whole or in part and/or to terminate the usage contract extraordinarily and without notice.

7.4 Country-Specific Particularities

You can mainly view the streaming content in the country where you created your user account and generally only in the countries where we offer our streaming service and have licensed the respective content.

7.5 Reservation of Right to Change Streaming Content

We reserve the right to regularly update the streaming service and the content stored in the library. This may result in the removal of individual content. We further reserve the right to change individual components of our streaming service, particularly the website, user interfaces, and advertising features.

7.6 Abusive Use of the Streaming Offer

The following actions are not permitted:

- The duplication of streaming content, its distribution, alteration, reproduction, publication, public performance, licensing, sale, or any other commercial use.
- The alteration, circumvention, removal, deactivation, downgrading, blocking, prevention, or obfuscation of copy protection or other elements of the streaming service, including the graphical interface.
- Use of bots, spiders, web scraping, or other automated processes to access the streaming service.
- The storage of streaming content, unless it is an offline offering or has been permitted in individual cases.
- The electronic processing or other alteration of streaming content, software, or other products and processes provided by the streaming service.
- The uploading, posting, sending, and any other transmission of content.

In the event of abusive use of the streaming offer, we are entitled to suspend your user account with immediate effect. The same applies to violations of netiquette. Netiquette serves to maintain a social communication behavior on the Internet and specifically refers to the respectful and appropriate communicative interaction among the participating individuals. We expressly reserve further legal claims, particularly for damages, in this case.

7.7 Display Quality, Technical Requirements

We accept no liability for the display quality of the streaming content, as this is not part of our streaming offering. You are solely responsible for ensuring that you have all the hardware and software required to technically access the streaming service.

The display quality of the streaming content may vary depending on the device and is affected by various factors such as your location, available bandwidth, or the speed of your internet connection. The availability of HD, Ultra HD, and HDR picture quality depends on your internet service provider and device. Not all content is available in all formats such as HD, Ultra HD, and HDR. The playback settings are managed by the user in their account. The minimum speed for watching movies and series in standard definition is 0.5 Mbps. However, a faster connection is recommended for better picture quality. To receive HD content (defined as a resolution of at least 720p), a download speed of at least 5.0 Mbps is recommended. For receiving Ultra HD and HDR content (defined as a resolution of at least 1080p), a download speed of at least 25.0 Mbps is recommended.

7.8 Usage Analysis

By creating a user account, you grant us permission to collect anonymized information about the frequency of accessed content in order to measure the acceptance of our streaming offering.

8. Limitation of Liability

8.1

Subject to the provisions of clause 7.2 below, our liability, as well as the liability of third-party rights holders towards you arising from or in connection with the provision of the streaming service in the event of slight negligence in the violation of a significant contractual obligation according to these terms, is limited to damages that are typically foreseeable. A "significant contractual obligation" according to these terms is an obligation whose fulfillment is essential for the proper execution of these terms, whose violation jeopardizes the purpose of these terms, and upon whose fulfillment you, as a user, regularly rely. A damage is "foreseeable" if it was typically foreseeable at the time you accepted these terms. We exclude our liability and the liability of third-party rights holders for slight negligence in the violation of a non-essential contractual obligation.

8.2

Our liability and the liability of third-party rights holders for gross negligence or intent, or for injury to life, body, or health, or due to fraud is not excluded or limited by these terms.

8.3

Insofar as our streaming service contains links to third-party sites, sources, or services, we have no control over the content of these sites, sources, or services. The use of all such sites, sources, or services is subject to the respective third party's terms of use and privacy policies. We accept no liability for them or for any damages that may arise from their use.

8.4

Statements or other materials posted through the streaming service are not intended to provide you with a reliable assessment. Therefore, we are not liable for damages resulting from a user of our streaming service or third parties relying on such content.

8.5

As far as permitted by applicable law, the content of the streams is provided by the provider without any warranty and without any guarantee of any kind. Liability for content when the provider has no knowledge is excluded.

9. Force Majeure

We exclude liability for delayed performance or non-performance of the streaming service, as far as such delay or non-performance is beyond our control or that of the third-party rights holder. This particularly applies to the failure of electronic or mechanical facilities or communication channels, access by third parties, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, fire, extreme weather conditions, including floods, natural events, or orders from regulatory, governmental, or supranational authorities, war, or unrest.

10. Final Provisions

The streaming contract concluded by your acceptance of these terms of use is subject to the law of the Federal Republic of Germany, excluding the provisions of the UN Sales Convention and the provisions of German International Private Law.

We do not participate in alternative dispute resolution procedures before a consumer arbitration board and are not legally obligated to do so.

Should individual provisions of these terms of use prove invalid, illegal, or unenforceable, the validity,

legality, and enforceability of the remaining provisions shall remain unaffected.

We collect and store the necessary data of our customers for the processing of business transactions. In processing personal data, we comply with the legal provisions. Details can be found in the privacy policy available online from us. You can request information about the data stored about you at any time.

Current status of the terms of use: October 16, 2024