

# Terms & Conditions

## Article 1 Membership

### Section 1 General

#### I. Constitution of Membership

- (1) <sup>1</sup> *DFCF* offers two kinds of memberships: an Online Membership (Article 1 Section 2) and a Premium Membership (Article 1 Section 3). <sup>2</sup> Any respectable natural person may become a member of the *DFCF*. <sup>3</sup> The membership is an exclusively personal right and, therefore, neither transferable nor hereditary.
- (2) <sup>1</sup> The application for a membership shall be made informally to the *DFCF*, e.g. via letter, fax transmission, telephone or e-mail, containing the necessary information (Article 1 Section 2 Subsection III Paragraph 1 respectively Article 1 Section 3 Subsection III Paragraph 1). <sup>2</sup> The Board of Directors reviews the application and determines the acceptance of the applicant according to equitable discretion; in order to reject an application, a dissenting vote of one member of the Board of Directors is sufficient. <sup>3</sup> There is no legal claim to become a member of the *DFCF*. <sup>4</sup> The applicant shall be informed about the determination of his application via letter, fax (transmission) or e-mail.
- (3) <sup>1</sup> Upon approval, payment for the respective membership (Article 1 Section 2 respectively Article 1 Section 3) for a one-year period will be due and invoiced. <sup>2</sup> Once the payment is remitted to the bank account of the *DFCF*, the Board of Directors issues a certificate of membership — as a \*.pdf file (in case of an Online Membership) or as a written document (in case of a Premium Membership) — showing the duration of the membership (Article 1 Section 1 Subsection II). <sup>3</sup> The membership shall begin the day following the day on which the certificate of membership was e-mailed (in case of an Online Membership) or sent (in case of a Premium Membership) to the new member.

#### II. Period of Membership

- (1) The membership lasts for one year.
- (2) The *DFCF* membership ends
  1. automatically at the end of the year which the member has paid the membership dues for, unless the member effects another membership dues payment to the bank account of the *DFCF* within 10 days after the end of the membership, or
  2. by written notice to the Board of Directors; the leaving member is not entitled to claim back any proportional membership dues paid for the whole year.
- (3) <sup>1</sup> If concerns arise regarding the membership of a *DFCF* member, the Board of Directors is authorized to review and evaluate the facts and circumstances resulting in such concerns and to suspend the member with a two third majority at equitable discretion. <sup>2</sup> The suspended member is not entitled to claim back any proportional membership dues paid for the whole year.

### **III. Extent of Memberships**

- (1) The respective membership only contains the rights and duties as described in Article 1 Section 2 Subsection II respectively Article 1 Section 3 Subsection II.
- (2) <sup>1</sup> Membership dues do not include any fees for information material, e.g. location photographs, fan club newsletters, etc. <sup>2</sup> The fees for these materials are listed in the fan club – product section of the *DFCF* homepage.

## **Section 2 Online Membership**

### **I. Membership Dues**

Membership dues for an Online Membership are €12.00 per year.

### **II. Extent of Membership**

- (1) The Online Membership entitles the member to use the Internet services of the fan club in full.
- (2) <sup>1</sup> The Internet services worldwide offered by the fan club to its members include granting access to the password protected member areas on both the English and German versions of the *DFCF* domain (URL: [www.falconcrest.org](http://www.falconcrest.org)) in its current content. <sup>2</sup> The member areas are regularly updated with special information about *Falcon Crest* and are marked with a special membership symbol.

### **III. Mandatory and Optional Information**

- (1) The applicant has to provide the *DFCF* with the following mandatory information when applying for an online membership:
  1. first and last name
  2. residential address
  3. e-mail address
  4. user name of his / her choice (at least 6 characters without any space characters or symbols)
  5. password of his / her choice (at least 7 characters without any space characters or symbols)
- (2) Optional information:
  1. phone and fax number
  2. date of birth

### **IV. Access Data**

- (1) In order to enable the members to use the Internet services of the fan club, the *DFCF* grants access to these services by providing the fan club members with individual access data containing a user name and a password (Article 1 Section 2 Subsection III Paragraph 1 Numbers 3 and 4).
- (2) <sup>1</sup> Any data transmission on the *DFCF* domain is subject to the data regulation according to current German law. <sup>2</sup> It is prohibited to forward access data to third parties. <sup>3</sup> Any violation of this prohibition results in a suspension from the *DFCF*; any claim for damages remains unaffected.

## **V. Use of Electronic Data**

- (1) The member is obliged to use any data, which are stored in the *DFCF* domain, for no other purpose than strictly personal use, particularly not for business purposes. In particular, this is applicable to files and / or parts thereof which the member downloads from the *DFCF* domain and/or saves by any other means.
- (2) <sup>1</sup> Without prior written permission of the *DFCF*, the member is not allowed to publish, reproduce (in any way) and / or forward the data stored in the Internet domain of the *DFCF* to third parties. <sup>2</sup> The *DFCF* cannot be held liable for any violation of copyright, personal rights or any other rights, claims and costs resulting from any unauthorized use of such data by the member.
- (3) Any unauthorized duplication and / or distribution of the data stored in the Internet domain of the *DFCF* is a violation of copyrights and will result in civil liability and criminal prosecution pursuant to the provisions of German and international laws according to Article 15 Section 2 of the Berne Convention.

## **Section 3 Premium Membership**

### **I. Membership Dues**

Membership dues for a Premium Membership are €20.00 per year.

### **II. Extent of Membership**

- (1) The Premium Membership is a full membership with the *DFCF* and is available for anyone with a mailing address within the territory of the Federal Republic of Germany.
- (2) <sup>1</sup> The membership contains the full services of the Online Membership; additionally, any purchase of *DFCF* products is free of shipping costs. <sup>2</sup> Additionally, the *DFCF* offers a service where the *DFCF* answers questions relating to *Falcon Crest* via e-mail, telephone or mail free of charge. <sup>3</sup> Each Premium Member receives a small present relating to *Falcon Crest* at the beginning of his / her Premium Membership. <sup>4</sup> Articles 1 Section 2 Subsection II, IV and V apply.

### **III. Mandatory and Optional Information**

- (1) The applicant has to provide the *DFCF* with the following mandatory information when applying for an online membership:
  1. first and last name
  2. residential address within the territory of the Federal Republic of Germany
- (2) Optional information:
  1. e-mail address if news updates are desired
  2. user name of his / her choice (at least 6 characters without any space characters or symbols) if use of *DFCF* online services is desired
  3. password of his / her choice (at least 7 characters without any space characters or symbols) if use of *DFCF* online services is desired
  4. phone and fax number
  5. date of birth

## **Article 2**

### **Purchase of Information Materials**

#### **Section 1 Order**

##### **I. Ability to Order**

The ability to purchase information materials from the *DFCF* does not require a *DFCF* membership.

##### **II. Conclusion of a Purchase Agreement**

(1) The order to purchase any information material (sales item) shall be placed with the *DFCF* via mail, e-mail, fax or telephone.

(2) <sup>1</sup> A confirmation of the order along with an invoice will be sent to the customer at short notice after the placement of the order. <sup>2</sup> The purchase agreement is concluded as soon as the customer receives the confirmation and invoice.

(3) The customer is obliged to pay and receive the sales item due to the purchase agreement.

(4) <sup>1</sup> The *DFCF* does not have any sales item in stock; the information material is being provided (e.g. memorabilia) or produced (e.g. reproduction of drawings) specifically upon the order of the customer. <sup>2</sup> Therefore, the customer does not have the right to withdrawal from his order after the conclusion of the purchase agreement. <sup>3</sup> The customer is not entitled to return or get replaced any purchased item in case of non-satisfaction.

(5) <sup>1</sup> Fan club newsletters may be offered by the *DFCF* either as hardcopy or as e-newsletter (electronic \*.pdf issue). <sup>2</sup> An e-newsletter can be ordered either as printable (with watermark on prints for copyright protection; watermark not displayed on screen) or as non-printable version (readable only, not watermarked). <sup>3</sup> Upon conclusion of the purchase agreement (Article 2 Section 1 Subsection 2) and upon receipt of the complete payment (Article 2 Section 2 Subsection 2), the *DFCF* provides the e-newsletter on its domain (Article 1 Section 2 Subsection 2 Paragraph 2 Sentence 1) for download by the customer, but not prior to the release date of the newsletter. <sup>4</sup> For the download and opening of the e-newsletter, the customer will be sent an e-mail providing a specific URL and passwords.

#### **Section 2 Purchase Price**

##### **I. Purchase Amount**

(1) <sup>1</sup> Any purchase of sales items offered by the *DFCF* is subject to charges. <sup>2</sup> The charges and fees for these sales items are listed in the current overviews of available materials.

(2) <sup>1</sup> Additional shipping costs are listed in the current overviews of available materials as well. <sup>2</sup> Premium members (Article 1 Section 3) are not obliged to pay any shipping costs.

## **II. Payment Terms**

- (1) <sup>1</sup> Payments have to be made within a period of ten days following the order date in €(Euros). <sup>2</sup> Payments have to be either remitted into the bank account of the *DFCF* or have to be made via the *PayPal* financial service provider on the Internet by using a credit card respectively (especially applicable for orders from non-German countries). <sup>3</sup> For security reasons, the *DFCF* does not accept checks (of any kind), money orders or *Western Union* instant payments for payment.
- (2) Sending check (of any kind) and cash in the mail is entirely at the customer's risk of loss.

## **Section 3 Supply**

### **I. Date of Supply**

- (1) The goods shall be shipped to the customer within approximately four weeks after complete payment is received by the *DFCF*.
- (2) <sup>1</sup> An e-newsletter (Article 2 Section 1 Subsection 2 Paragraph 5), which has been paid for completely, is placed on the domain of the *DFCF* and must be downloaded by the customer within 72 hours upon the respective date of supply or, if no specific date of supply has been agreed upon by the parties, upon the respective release date of the newsletter. <sup>2</sup> After 72 hours, the folder and files will be deleted from the *DFCF* domain for security reasons. <sup>3</sup> If within these 72 hours the customer, without any fault on his part, has not performed the download, an additional download possibility can be arranged in reasonable exceptional cases. <sup>4</sup> The customer must present and show credibly his reasons to the *DFCF*.

### **II. Warranty and Risk of Loss**

- (1) <sup>1</sup> Concerning newly produced sales items (e.g. reproductions of location photos, club magazines, etc.), the legal provisions regarding torts and remedies remain unaffected; any further claim shall be excluded. <sup>2</sup> Concerning used memorabilia, any claim for torts and remedies is excluded.
- (2) The shipment of the purchased items to the customer's residence is performed at the customer's risk of loss.

## **Section 4 Copyright**

### **I. Purchase for Personal Purposes Only**

The customer is obliged to use the items purchased from the *DFCF* for no other purpose than strictly personal use.

### **II. Copyright Violations**

- (1) <sup>1</sup> Any third-party use of sales items — in case of an e-newsletter, also the URL for the download, the files and / or access codes and passwords — is strictly prohibited without a prior written permission of the *DFCF*. <sup>2</sup> The *DFCF* cannot be held liable for any violation of copyrights, personal data and relating rights, which is based on an illegal use of the sales items by the customer, as well as any consequential costs and/or prosecution resulting from the illegal use.

- (2) Any unauthorized duplication and / or distribution of any sales item is a violation of copyright laws and will result in civil liability and criminal prosecution pursuant to the provisions of the laws of the Federal Republic of Germany and international laws according to Article 15 Section 2 of the Berne Convention.

## **Article 3 Miscellaneous**

### **Section 1 Applicable Jurisdiction**

#### **I. Applicable Law**

The laws of the Federal Republic of Germany are exclusively applicable to any legal relationship and claims in connection with the *DFCF* business.

#### **II. Place of Jurisdiction**

The place of performance and court of competent and exclusive jurisdiction for all disputes shall be Neumarkt/Opf. in the Federal Republic of Germany.

### **Section 2 Severability Clause**

If a provision of the present Terms & Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Terms & Conditions or the validity or enforceability in other jurisdictions of that or any other provision of these Terms & Conditions.

### **Section 3 Storage of Personal Data**

Personal data may be electronically stored for business purposes pursuant to Section 28 of the German Data Protection Act.