

Smart TV Notice and Take Down Policy

Date: 1 February 2014

THIS SMART TV NOTICE AND TAKE DOWN POLICY (THIS “POLICY”) HAS BEEN DRAWN UP BY TP VISION EUROPE B.V. WITH OFFICES AT PRINS BERNHARDPLEIN 200, 1097 JB AMSTERDAM THE NETHERLANDS (“WE OR US”).

INTRODUCTION

We operate and maintain the Smart TV Portal (“**Portal**”). The Portal is an online environment which is offered in multiple local language versions and enables users of an Internet connected TV, Blue-Ray player or Home-Cinema set of various selected manufacturers (“**Device**”) to access specific services and audio-visual content offered by third parties (“**Content Partners**”). Users can access Content Partner services and content by clicking on a branded icon displayed on the homepage or the application gallery of the Portal. If a user clicks on the icon, the Portal will redirect the Device to the website of the Content Partner on which the user can obtain access to the Content Partner services and content (“**Application**”). After having redirected the Device to the Application the Smart TV Portal is no longer involved in the communication between the Device and the Application. Any communication between the Device and the Application runs directly between the Device and the Application and can consequently not be monitored by us.

We have set up our notice and take down policy to ensure that each time you send us a notice, claiming that services or content provided by a Content Partner by means of an Application infringe a third party right, are in violation of applicable criminal law or that a Content Partner has violated his regulatory obligations, is dealt by us in an efficient, transparent and careful manner. When we receive your notice we will presume that prior to sending us the notice, you have contacted the Content Partner and have failed to reach an agreement with him.

Article 1. Notices

1.1 For the purpose of this policy we are making a distinction between the following types of third party notices:

- a) Services or content provided by a Content Partner by means of an Application allegedly infringe a third party copyright (“**Copyright Infringement Notice**”);
- b) Services provided by a Content Partner by means of an Application allegedly infringe a third patent right (“**Patent Infringement Notice**”);
- c) Services or content provided by a Content Partner by means of an Application allegedly infringe a third party right which is not a copyright or patent right (“**Generic Infringement Notice**”);
- d) Services or content provided by a Content Partner by means of an Application allegedly are in violation of applicable criminal law (“**Criminal Infringement Notice**”);

- e) A Content Partner is allegedly acting in violation of his regulatory obligations pursuant to applicable mandatory law (“[Regulatory Infringement Notice](#)”)
- 1.2 You send an infringement notice to TP Vision Europe B.V., Legal Department, Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands, email: smarttv@tpvision.com. Each notice will need to have been signed by physical or electronic means by the person or entity whose right(s) are allegedly infringed and should contain sufficient information to permit us or the Content Partner to contact you: postal address, telephone number and an e-mail address.
- 1.3 If you send us a Criminal Infringement Notice we will only accept it if you are a competent law enforcement official and have substantiated your competency to us by means of a reference to relevant applicable law and have provided to us your full name, the name of your department (e.g. Amsterdam municipal police) and the contact details (phone, e-mail and street address) of your department.
- 1.4 Each notice will need to be clear and be supported by sufficient facts to support your claim and shall at least contain the following information:
- a) Copyright Infringement Notices; An identification of the copyrighted work or works being made available to the public in violation of a copyright, including a specification of their location on an Application (by means of an URL or other designation).
 - b) Copyright Infringement Notices; A statement that you are the owner of the copyright which is allegedly infringed or act on behalf of the owner and have a good faith belief that the use of the works by the Content Partner has not been previously authorized by the copyright owner is not otherwise allowed on the basis of the law.
 - c) Patent Infringement Notices; An identification of the activity of the Content Partner that is claimed to infringe the patent(s), an identification of the infringed patent(s) and infringed patent claim(s) and information reasonably sufficient to permit the Content Partner and us to understand which part of the Content Partner service corresponds to which claim element of the infringed patent(s).
 - d) Patent Infringement Notices; A statement that you have a good faith belief that the Content Partner has not obtained a license to use the infringed patent(s) and the patent(s) can be enforced on the Content Partner.
 - e) Criminal Infringement Notices; A statement specifying the behaviour of a specific Content Partner which is allegedly in violation of applicable criminal law, including a reference to the relevant criminal act out of the applicable criminal code.
 - f) Regulatory Infringement Notices; A statement specifying the behaviour of a specific Content Partner or us that is allegedly in contravention of applicable regulatory obligations, including a reference to the relevant applicable mandatory law.
 - g) For all other notices; An identification of the services or content that are allegedly infringing or are the subject of infringing activity, the legal basis for the infringing character and information reasonably sufficient to permit the service Partner to locate the services or content;
 - h) A statement that the information provided in the notice is accurate.

- 1.5 Except for Criminal Infringement Notices and Regulatory Infringement Notices, we will only accept and process notices in which you have fully indemnified us against all possible third party claims which relate to us (temporarily) disabling access to an Application by means of the Portal in response to a notice.
- 1.6 Unless you have sent us a Criminal Infringement Notice, we will always send a copy of your notice to the Content Partner. When we send a copy of your notice to the Content Partner we will communicate his contact details to you.
- 1.7 Please note that If the content of your notice does not comply with this Policy we may reject it without informing you in advance.
- 1.8 If you knowingly send us an incorrect or false notice under this Policy, which has caused us to remove or terminate the access by users to an Application, we may hold you liable for any damages we have incurred or are likely to incur as a result thereof.

Article 2 Processing and judging claims

- 2.1 We shall provide you with our decision in relation to a claim within three (3) working days after our receipt thereof, unless this is reasonably not possible. If this is the case we will inform you accordingly and provide you with a reasonable term in which we expect to be provide our decision. Each decision will be duly motivated. A copy of the decision will be sent to the Content Partner.
- 2.2 We will judge each claim on the basis of local applicable law. This means for example that we will judge a notice that is aimed at a Turkish language application on the basis of Turkish law.
- 2.2 Your claim(s) will need to be based on the law. We will not process notices claiming that specific services or content are immoral or indecent.

Article 3 Our response to a claim

- 3.1 If we receive a Criminal Infringement Notice or a Regulatory Infringement Notice we will request the Content Partner to correct the infringing behaviour or remove the infringing content forthwith. If the Content Partner fails to do so we will (temporarily) remove the icon for the relevant Application from the home page and application gallery of the Portal unless we feel that the statutory law that is referenced in your notice clearly does not support your claim. As a consequence of our removal Devices will be barred from accessing the Application.
- 3.2 For all other notices we will judge whether the services or content that you have identified in your notice unmistakably infringe your rights or the rights of the person or legal entity you represent.
- 3.3 If we find that the services or content that you have identified in your notice are unmistakably infringing your rights or the rights of the person you represent, we will request the Content Partner to amend the infringing services or remove the infringing content short with.
- 3.4 If the Content Partner fails amend an infringing service or remove infringing content we will remove the icon for the relevant Application from the home page and application gallery of

the Portal. As a consequence of our removal Devices will be barred from accessing the Application.

- 3.5 If we find that the services or content you have identified in your notice are not infringing your rights or the rights of the person you represent we will inform you accordingly. If we do so you are free to initiate any (legal) action you see fit.

Article 4 If you object against our response

- 4.1 You and the Content Partner are entitled to object to our decision in relation to a claim. An objection will need to have been filed by e-mail with us via smarttv@tpvision.com within ten (10) working days after we have communicated the decision.
- 4.2 We will send a copy of the objection to you or the Content Partner, depending on who has filed the objection with us.
- 4.3 The e-mail with the objection will specify the grounds for the objection.
- 4.4 We will provide you with our decision on the objection within ten (10) working days after having received it.