

## 1. General

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The «Special Conditions for Television» of Swisscom (Switzerland) Ltd («Swisscom») are valid for the television area and are intended as a supplement to the General Terms and Conditions for Services (GTCs). In the event of discrepancies, they shall take precedence over the GTCs.

## 2. Performances by Swisscom

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### 2.1 General

Information as to which of the services listed below are included as well as any further specific conditions which may apply can be found for each Swisscom TV offering at [www.swisscom.ch](http://www.swisscom.ch).

### 2.2 Television service/Programmes

Swisscom's television service enables the customer to receive television and radio programmes («programmes») via Swisscom's telecommunications network. Programmes included in the basic package are available on Swisscom's portal ([www.swisscom.ch](http://www.swisscom.ch)). Swisscom **reserves the right to limit, expand or otherwise modify the basic programme package at any time**, without this giving the customer grounds for an extraordinary right of termination. Swisscom also offers an electronic programme guide.

The range of local programmes offered is dependent on location. The reception from certain transmitters, in particular HD transmitters, depends on the performance capability of the customer's access. If Swisscom's TV and Internet services are used at the same time, the performance of the Internet services may be temporarily impaired. Swisscom is not liable for such impairment of its service performance.

### 2.3 Other services

Swisscom offers other services (subject to charge), e.g. additional programmes, films and live events on demand.

If such a service originates from a third-party provider, the customer shall conclude the contract with this third-party provider, and the contractual terms and conditions as published on [www.swisscom.ch](http://www.swisscom.ch) shall be authoritative. The customer can be billed by Swisscom in the name of and on behalf of the relevant third-party provider. Price increases affecting supplementary services do not give the right to terminate the TV service.

### 2.4 Home installation

Swisscom offers the customer the option of commissioning Swisscom (or one of its commissioned third-party companies) with the home installation of the necessary technical infrastructure. The services comply with the current conditions of offer published on [www.swisscom.ch](http://www.swisscom.ch).

## 3. Customer obligations

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### 3.1 Access to the network

The provision of TV services (sections 2.2 and 2.3) requires the customer to have a Swisscom network connection and Internet services (at least DSL) or a pre-defined mobile phone / DSL package from Swisscom.

The customer is responsible for ensuring that the owner of the network access or the purchaser of the Swisscom internet services agrees to the use by the customer, provided he/she is not the same as such owner or purchaser.

### 3.2 Technical requirements

Under normal circumstances, installation of a digital socket is necessary. This installation is performed by a service engineer. If a digital socket is unnecessary, Swisscom shall inform the customer of this fact and about how to proceed. Swisscom is not liable for any damage that may occur as a result of the installation of the digital socket.

In order for the services to be performed the devices of the customer have to be powered, which is the responsibility of the customer.

### 3.3 Installation and deinstallation

If the customer waives Swisscom's offer of home installation, it is responsible for performing the installation independently.

At the end of the service period, the customer is responsible for deinstallation of the Swisscom TV equipment and bears the relevant costs.

### 3.4 Use in accordance with the contract

**The services are only for private use and must not be used for any kind of commercial or industrial use.** In particular, the reception and use of services in public areas, e.g. cafes, restaurants, hotels, cinemas, theatres or display windows, and the rental or recording of programme segments for use outside the private sphere is forbidden. In case of an infringement of these conditions, the customer shall indemnify Swisscom.

### 3.5 Protection of minors

The customer can deactivate the measures partly preinstalled by Swisscom to protect minors and shall bear the responsibility for such deactivation.

## 4. Data protection

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**Swisscom collects data from the customer about utilisation of its services and stores such data in its database. Based on the usage of such customer data Swisscom can recommend programmes to customers and/or advertise Swisscom's products and/or those of a third party.** Customers are entitled to prohibit the evaluation of their data at any time.

## 5. Devices

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### 5.1 TV set

Customers are responsible for procuring and setting up a properly functioning television set.

### 5.2 Swisscom TV box and other hardware

For the duration of the contract, Swisscom loans the customer a Swisscom TV box, a special TV remote control and other hardware, if necessary (all hereinafter referred to as «hardware»).

Swisscom reserves the right to update the Swisscom TV box software or to exchange the hardware at any time. If the loaned equipment is defective, Swisscom will ensure it is swiftly replaced.

With Swisscom TV boxes with recording function, it is not possible to make back-up copies of recordings. This is for technical and legal reasons. If a Swisscom TV box becomes defective, it is not possible to make past recordings available to customers once the box has been replaced.

### 5.3 Handling and use

The customer is responsible for careful handling of hardware provided by Swisscom and for using the hardware in compliance with the contract. Any use other than that defined by these Special Conditions for Television is expressly forbidden, particularly opening the housing of the Swisscom TV box, intervention in the software and/or hardware by the customer or a third party, transferring the hardware to a third party, or connecting to a different network access than the one specified in the contract. The customer is liable for all loss and damage to hardware through improper operation and abnormal wear. The customer is responsible for insuring the hardware.

### 5.4 Property

During the supply of the service the hardware remains the property of Swisscom.

## 6. Duration and termination

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### 6.1 Minimum service period and termination in general

The minimum service period for the TV service is 12 months unless otherwise agreed. The parties can also make provision for minimum and extension periods for other services.

Termination of the network access or the Internet services by the customer (or by the authorised person, if not identical), automatically causes the TV service to be terminated.

Termination of the basic TV service results in the termination of the other services.

If a minimum service or extension period is still running on one of the aforementioned services, the consequences are regulated in the GTCs (especially sections 7 and 13). Subject to any price adjustments, the network access, the telephony services and Internet services are not affected by the termination of the TV service. If it emerges that the TV service is not available at the customer's or considerable technical problems prevent the

services being performed in line with the contract, each party has an extraordinary right of termination with immediate effect (at no cost).

### 6.2 Early termination within the first two months

If the use of the TV service is subject to a minimum service period, the customer may terminate the service without adhering to the minimum service period within the two months following the initial provision of the service. The one-time and recurring fees up to termination of the service are still payable or shall not be reimbursed. Early termination by the customer is not possible

> if he or she has already made use of this termination right within the last 12 months or

> if he or she has obtained a service provision (e.g. installation) or hardware (e.g. TV set) under preferential terms in connection with the order for the TV service; if Swisscom complies with a request for termination in this case the customer shall reimburse Swisscom for the amount of the financial advantage granted.

**If, in connection with the order for the TV service, the customer orders a further service with a minimum period (such as Teleclub, purchase of equipment with payments in instalments, etc.) and then terminates the TV service, the customer will owe the recurring fees or instalments on this option up to expiry of the minimum period. These will be due for payment immediately.**